

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Phone: (402) 471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 5914 Z1	August 17, 2018
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 25, 2018 2:00 p.m. Central Time	Teresa Fleming/Dianna Gilliland

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP), RFP Number 5914 Z1 for selecting a qualified Bidder to provide a Credential and Testing Solution (CATS). A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be seven (7) years commencing upon execution of the contract by the State and the Bidder. The Contract includes the option to renew for two (2) additional four (4) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Application Programming Interface (API): A set of routines, protocols, and tools for building software and applications. This allows software to be built in sections and then assembled. It also allows specific sections of IT systems to be updated without compromising the overall interface.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Authentication: The process of uniquely identifying an individual. Authentication ensures that the individual is who he or she claims to be, but says nothing about the access rights of the individual.

Authorization: The process of giving individuals access to system objects based on their identity which allows them to add, update, delete, or view information for a web application.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Big Bang: Software deployment approach where the entire planned system functionality becomes operable at once, rather than by a phased in approach

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Business Process: A set of linked activities that creates value by transforming an input into a more valuable output. Both input and output can be artifacts and/or information, and the transformation can be performed by human actors, machines, or both.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order or contract.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Digital Photo Image Exchange with Other States (DIEP): Retrieval and review of all digital images from other States when an out-of-state driver's license number appears on the photo capture process.

DMV: Nebraska Department of Motor Vehicles

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Evergreen Browser: An internet or World Wide Web search engine which is automatically upgraded to future versions.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Gigabyte (GB): When measuring RAM a gigabyte denotes 1,073,741,824 bytes of data. When measuring hard drive capacities as described by manufacturers, the gigabyte denotes 1,000,000,000 bytes of data.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Interface: The communication between separate computer systems for the exchange of data.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Crime Information Center (NCIC): A national computerized database made available to all law enforcement agencies throughout the United States.

National Institute for Governmental Purchasing (NIGP): Source used for assignment of universal commodity codes to goods and services.

National Law Enforcement Telecommunications System (NLETS): An interstate justice and public safety network for the exchange of law enforcement, criminal justice, and public safety-related information.

Nebraska Criminal Justice Information System (NCJIS): A computerized criminal justice information system available to authorized local, state, and federal law enforcement and criminal justice agencies.

Nebraska's State E-Government Portal Contractor: An organization under contract with the State of Nebraska, through the Secretary of State, to provide web site, web portal and payment portal services. Currently, Nebraska's state e-government portal contractor is Nebraska Interactive, Inc.

Office of the State Chief Information Officer (OCIO): Nebraska State agency responsible for management of Information Technology.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Phased: Software deployment approach where implementation is completed in incremental steps rather than by a big bang approach.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Portable Document Format (PDF): A file format that provides an electronic image of text or text and graphics that looks like a printed document and can be viewed, printed, and electronically transmitted.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Risk: An uncertain event or condition that, if it occurs, has a positive or negative effect on a project's objectives.

Sandbox: Practice environment that allows users to take production transactions completed in the current system and perform them again in the practice environment.

Service Level Agreement (SLA): Terms and conditions of what support is provided to an entity that uses a software or hardware system.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must

Work Day: See Business Day.

LIST OF ACRONYMS

AAMVA - American Association of Motor Vehicle Administrators
ADA – Americans with Disabilities Act
API - Application Programming Interface
CATS - Credential and Testing Solution
CDL – Commercial Driver License
CFR – Code of Federal Regulations
DAF - Delivery Acceptance Form
DIEP - Digital Photo Image Exchange with Other States
DL/ID – Driver License/Identification
DMV – Department of Motor Vehicles
DNS – Domain Name System
ECM - Enterprise Content Management System
GB- Gigabyte
GPS – Global Positioning System
ICAO - International Civil Aviation Organization
ID – Identification
IP – Internet Protocol
NCIC – National Crime Information Center
NCJIS – Nebraska Criminal Justice Information System
NITC – Nebraska Information Technology Commission
NLETS – National Law Enforcement Telecommunications System
OCIO - Office of the State Chief Information Officer
PDF – Portable Document Format
PEP – Problem Escalation Procedure
POC – Point of Contact
SAN – Storage Area Network
SLA – Service Level Agreement
SMTP – Simple Mail Transfer Protocol
SQL – Structured Query Language
UAT – User Acceptance Testing
VM - Virtual Machine
VPN – Virtual Private Network
WAN/LAN – Wide Area Network/Local Area Network
WBS – Work Breakdown Structure

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing a Credential and Testing Solution (CATS) at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Teresa Fleming/Dianna Gilliland, Buyers
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP	08/17/2018
2.	Last day to submit Round 1 written questions	09/06/2018
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	09/14/2018
4.	Last day to submit Round 2 written questions	09/23/2018
5.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	09/28/2018
6.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	10/25/2018 2:00 PM Central Time
7.	Review for conformance of RFP requirements	10/25/2018
8.	Evaluation period	10/29/2018 through 12/31/2018
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
10.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	01/04/2019
11.	Contract finalization period	01/04/2019 through 02/13/2019
12.	Contract award	02/14/2019
13.	Contractor start date	02/15/2019
14.	New Card Issuance in Full Production Mode	10/12/2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5914 Z1; Credential and Testing Solution (CATS) Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materiel purchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. RECYCLING (§81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

F. PRICES

Prices submitted on the cost proposal form shall remain fixed for the first seven (7) years of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase. Increases will be cumulative across the remaining periods of the contract. These prices do not include increases in first class postage. DMV will reimburse the Contactor for first class postage costs incurred for the mailing of the cards.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the Intent to Award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an Intent to Award, or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

J. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I. B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

Questions in Appendix A: Bidder Response regarding security-related questions and denoted by "SECURITY FEATURES: PROPRIETARY AND CONFIDENTIAL" shall be included, by the Bidder, in the bid package in a separate sealed envelope (separate from any other components of the proposal) marked "SECURITY FEATURES: PROPRIETARY AND CONFIDENTIAL".

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

K. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

L. CREDENTIAL SAMPLES

When requested, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Samples submitted must be representative of the card which would be delivered if awarded the RFP. The State reserves the right to request additional samples. Samples not destroyed in testing may be returned at Bidder's expense, if requested.

M. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;

4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

N. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

O. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

P. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened they become the property of the State of Nebraska and will not be returned.

Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Section II thorough IV;
4. Completed Corporate Overview (Appendix A: Bidder Response);
5. Completed Technical Approach (Appendix A: Bidder Response);
6. Completed State Cost Proposal; and
7. Submission of 48 credential samples (see below).

The Bidder must supply a minimum of 48 card samples of the recommended card type with the proposal. These samples may be subject to independent laboratory tests for compliance with the current version of AAMVA DL/ID Card Design Standards and federal Real ID Act (6 CFR Part 37). The samples must be free of any elements/indicia identifying the Bidder or manufacturer and be made up of the following:

- i. Four adult driver license cards;
- ii. Four minor driver license cards;
- iii. Four adult identification card cards;
- iv. Four minor identification card cards;
- v. Four adult commercial driver license cards;
- vi. Four minor commercial driver license cards; and
- vii. Twenty-four of any of the above types of cards (may all be the same or a mixture of Bidder's choosing).

R. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the Intent to Award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

S. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Completed Appendix A: Bidder Response
2. Responses to designated security questions in separate sealed envelope marked "SECURITY FEATURES: PROPRIETARY AND CONFIDENTIAL"

3. Completed State Cost Proposal
4. Testing results of submitted credential samples

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will be released with the RFP.

T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

U. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

V. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an Intent to Award, or rescind the award of a contract.

W. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once Intent to Award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>
Any protests must be filed by a bidder within ten (10) business days after the Intent to Award decision is posted to the Internet.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidder should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

1. If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:
2. If only one Party has a particular clause then that clause shall control;
3. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
4. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Nebraska Department of Motor Vehicles, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into, all Contractors and subcontractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost proposal for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that

will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in

the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

N. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may be granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

O. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

The Contractor will be provided with driver's license and identification card data including personally identifiable data. The Contractor must comply with Nebraska Revised Statute §§ 87-801 through 87-807 the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006.

Additionally, the Contractor will be required to comply with State DMV specific regulations including: Driver's Privacy Protection Act (DPPA) of 1994 (18 USC §§2721-2725); and, Uniform Motor Vehicle Records Disclosure Act (Neb. Rev. Stat. § 60-2901 through 60-2912) and Neb. Rev. Stat. § 60-484.02.

P. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State of Nebraska, and government subdivisions of the State of Nebraska, including the Department of Motor Vehicles and its employees as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the DMV Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Motor Vehicles
 Legal Division
 PO Box 94699
 Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity.
Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for monthly payments must be submitted by the Contractor to the agency requesting the services with sufficient detail, including the number of cards issued and postage usage, to support payment: Nebraska Department of Motor Vehicles, Attn: Controller, 301 Centennial Mall South, P.O. Box 94789, Lincoln, Nebraska 68509-4726. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The Contractor shall, along with their invoice, provide a billing summary.

The summary shall be presented in a table format and show the following columns:

- a. Production Date: This is the date the card was created.
- b. Batch #
- c. # Cards Printed, separated by Type, including Adult and Minor
- d. # Cards Pulled by the Factory
- e. # Cards Pulled by the Customer
- f. # Cards Mailed
- g. Mailing Date
- h. # Cards Expedited

The report shall also show:

- a. Postage cost
- b. Billing total for the cards
- c. Total billing amount (billing total for cards plus postage and expedited shipping costs)

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor

will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT SCOPE OF WORK

1. Justification and Background: The DMV is seeking to create an integrated Credential and Testing Solutions (CATS). The selected replacement of the credential identification system and of the testing solutions will improve DMV efficiencies and services, and expand functions and capabilities.
2. Objective: The CATS project will include:
 - a. Design, development, testing, implementation, deployment, and maintenance of necessary software, hardware, and supplies.
 - b. Design, development, testing, implementation, deployment, and maintenance of necessary interfaces.
 - c. Data conversion and migration of existing libraries of images and associated data to solutions managed by the Contractor, including re-enrollment of images into facial recognition system.
 - d. A system enabling the DMV to manage all steps that move and track credential applicants from initial encounter through credential fulfillment.
 - i. Image and demographic interface and storage
 - ii. Image capture (facial and signature) and compare to historical images
 - iii. Document capture
 - iv. Seamless interface with other systems
 - v. Knowledge Testing System
 - vi. Skills Testing System
 - vii. Back office facial recognition in batch mode – 1:many and 1:history
 - viii. Credential production and mailing system
 - e. Services and supports for CATS administration and role-based activities:
 - i. User training and complementary products to support trainers and users
 - ii. Ongoing dedicated support and maintenance
 - iii. Reporting capabilities
 - iv. Administrative functions
 - v. Independent features of credentialing solution
 - vi. Extensibility for future growth and development
 - f. The DMV intends to contract with one Contractor.
 - g. The Contractor must maintain the system for six months following the end of the contract and any extension periods.
3. The DMV will consider either a big-bang or phased deployment strategy.
4. Agency Headquarters: The DMV headquarters are located in Lincoln, NE.
5. Timeline: While the DMV anticipates the implementation timeline will accomplish full implementation and CATS in full production by October 14, 2020, Bidders may specify a preferred timeframe in their Technical Response.
6. Key dates are as follows:
 - 02/15/2019: Anticipated project start date.
 - 10/14/2020: Solution fully accepted and in production.
7. Agency Collaboration: Contractor shall solicit and incorporate the DMV user input early and often throughout the life of the project.
8. The entire cost of the solution will be paid on a per card charge.

B. PROJECT ENVIRONMENT

1. Location and Hours of Examiner Offices
 - a. Currently, State examiners in all but the following counties use portable equipment: Douglas, Sarpy, Lancaster, Adams, Hall, Dawson, Buffalo, Lincoln and Scotts Bluff. The portable equipment is transported from county to county processing applicants and administering driver license Knowledge and Skills Tests. Frequency of testing in these non-permanent offices ranges from once or twice a week to once a month.
 - b. The DMV contracts with CDL third party testers. These entities have staff who administer CDL Skills Tests to applicants for a fee and conduct approximately half of all CDL Skills Tests administered annually.
 - c. Credentials are currently issued and fees collected by County Treasurer staff in 92 Nebraska counties, the State Driver Licensing office at Metro South, and at the DMV main office (Figure 1).

3. Nebraska currently issues 17 types of credentials, some of which have adult/minor differentiation (Table 2).

Table 2. Credential Types

Credential Type	Minor	Adult
Driver License (Class O or Class M)	X	X
Identification Card (ID Card)	X	X
Commercial Driver License (CDL)	X	X
Commercial Learner Permit (CLP)	X	X
Non-Domiciled CLP	X	X
Restricted CDL	X	X
Non-Domiciled CDL	X	X
Seasonal Permit (with restricted CDL)	X	X
Learners Permit (LPD)	X	X
School Permit (SCP)	X	N/A
School Learners Permit (LPE)	X	N/A
Provisional Operators Permit (POP)	X	N/A
Farm Husbandry Permit	X	N/A
Special Farm Husbandry Permit	X	N/A
Employment Driving Permit (EDP)	X	X
Medical Hardship Permit (MHP)	X	X
Ignition Interlock Permit (IIP)	X	X

4. Images

Description	Size	Unit
Current number of driver license images	7.5 million	Images
Current number of images from jails	750,000	Images
Images (new) added annually	480,000-525,000	Images
Images (new) added annually that do not result in issuances (estimate)	100,000-120,000	Images
Jail images (new) added annually	55,000	Images
Total driver license images (new) over the seven (7) years of the contract (estimate)	4.1 to 4.5 million	Images
Total jail images (new) over the seven (7) years of the contract (estimate)	400,000	Images
Records (Legacy)	10 million	Records
Average Annual Working Days (number of days the DMV is open)	248	Days

5. Skills and Knowledge Testing

- a. DMV Examining Staff Skills Testing will be implemented in 93 customer service testing centers.
- b. Third Party Skills Testing
 - i. There are over 65 third party examiners throughout Nebraska who are certified by the DMV to administer CDL Skills Testing.
 - ii. Third party examiners provide CDL Skills Testing services throughout Nebraska.
 - iii. Third party Skills Testing may occur 24 hours a day, 7 days a week.
- c. Knowledge Testing
 - i. Knowledge Testing will occur at each DMV location, with the exception of the express offices in Lancaster and Douglas counties.
- d. Volumes
 - i. 86,198 non-commercial Knowledge Tests and 49,765 non-commercial Skills Tests were administered in 2017. 31,476 commercial Knowledge Tests and 8,575 commercial Skills Tests by examining staff and 9,218 commercial Skills Tests by third party examiners were administered in 2017.

6. Participation in multi-jurisdiction biometric identification. The DMV participates in a multi-state, multi-agency program which enables communication and exchange of data with other jurisdictions for comparison of commercial driver license applicant images captured with the images stored in Nebraska and the other participating entities. This capability offers the opportunity to identify potential fraud and identity crime spanning multiple jurisdictions. For example, an individual attempting to obtain a commercial driver license can be biometrically vetted against the image database and databases of participating partner states. If the individual already has credentials in another state, and is attempting to fraudulently obtain multiple sets of credentials, the fraud investigators can identify and help prevent this activity. The solution shall enable Nebraska's continued participation in this multi-jurisdiction system.
7. Availability of State staff: The DMV and OCIO staff will be made available for Contractor access on an agreed upon basis. Contractor shall estimate which DMV and OCIO staff are needed for each deliverable or phase of the project.

C. PROJECT REQUIREMENTS

The Contractor will fulfill all requirements detailed in this RFP. Bidders should respond to each requirement in Appendix A: Bidder Response and submit the completed Appendix A with the proposal response.

D. TECHNOLOGY REQUIREMENTS

1. The Contractor will utilize OCIO enterprise environment including virtual machine, storage area network (SAN), and state WAN/LAN.
 - a. The Contractor will use the State virtual environment to achieve redundancy in addition to whatever solution the Contractor chooses. Every virtual instance of a server or network appliance will have a redundant instance running on a separate physical VM server. Servers will be configured such that redundant pairs are connected to different power and network equipment.
 - b. The SAN is a single piece of equipment and is a self-contained redundant storage system. It has redundant power supplies and network connections. The SAN has included additional drive(s) and will serve as the global hot spare in the overall array.
 - c. The Contractor will use the environment to ensure consistency across Development, Quality Assurance, User Acceptance Test, and Production environments. The Quality Assurance environment will reflect all workstations, tablets, and peripherals.
 - d. The Contractor will be responsible for managing the hardware configurations on the state-owned hardware.
2. The State of Nebraska utilizes Microsoft technology as a foundation for all applications. It is required the CATS will use the current Microsoft operating systems and will use Active Directory to control access.
3. The Contractor will be provided with server hardware, Microsoft Server 2016 (or current version), SQL Server 2016 (or current version), VM software, network, SAN storage, and document image capture scanners.
4. The Contractor will be responsible for the configuration and management of the State-provided Microsoft Server software. All other hardware, software, and software licenses required (except for the hardware and software listed in #3 above) to provide the CATS (services, system, and solution) shall be the responsibility of the Contractor. The Contractor is required to purchase and maintain all licenses, install, and configure all hardware and software (except for the hardware and software listed in #3 above). All products shall be new and shall not be used or refurbished, unless approved by the DMV.
5. CATS will use role-based permissions controlled through the State of Nebraska Active Directory for access.
 - a. Users not authorized to use features of the solution should be prevented from doing so. Role-based access and software will ensure users' workflows are supported only for those functions for which they are responsible/authorized.
 - b. The DMV will determine which functions and features are available to each role.
 - c. Identified roles include:
 - i. DMV Administrative Staff
 - ii. DMV Supervisory Staff
 - iii. State Technical Staff
 - iv. Field Examining Staff
 - v. CDL Third Party Examiners
 - vi. CDL Compliance Officers
 - vii. External Investigator
 - viii. Fraud Investigator
 - ix. Fraud Supervisor/Administrator
 - x. DMV Help Desk Staff
 - xi. Training Staff

- d. Additional user types/roles may be identified during the course of the implementation.
6. End user hardware will access the State network through both wireless and wired connectivity. The OCIO operates an IP network. Servers will have a fixed IP address. The Contractor must provide a mechanism for the user to change the IP address on portable units, Knowledge Test tablets, and Skills Test tablets without requiring machine administrative rights. For example, the solution may provide a drop down menu to users.
 7. The web-based solution shall be supported by an evergreen version of browsers, including but not limited to, Internet Explorer/Edge, Google Chrome, Mozilla Firefox, and Safari.
 8. For all computerized system components, the Contractor must provide the most recent software version, in consultation with the DMV, and an updating control process that ensures all production machines are set to the correct version.
 9. The State will be responsible for providing the communications network from the devices to the State Backbone. The Contractor must supply the appropriate network interface card necessary for each workstation or device placed upon the State- or county-supplied communications network. County Network Capacity Report (Appendix C) is an example of one day's network bandwidth activity between the county locations and the DMV/Nebraska OCIO. In the functional specifications, the Bidder should indicate recommended bandwidth requirements based upon anticipated applicant volume and document volume at each location, in conjunction with hardware and software performance of Contractor-supplied devices. If there are locations where the bandwidth required by the Contractor-specified configuration is greater than the current bandwidth available, the Bidder should describe how that will be addressed.
 10. The system must support real time/near real time operations. That is, changes to data or the status of processes should be immediately available in the system. System operations should not constrain the processes supported by the system. All workstations must retrieve and view image files on-line in real-time for identification of applicants.
 11. A properly documented and approved VPN request must be executed before the establishment of the management VPN.
 12. The Contractor must supply a reporting mechanism to remotely audit the software and hardware configuration of workstations attached to CATS. This may be used by both DMV technical staff and Contractor technical support personnel in ensuring updates have been installed, troubleshooting workstation errors, ensuring integrity of workstation installation, and prevent the installation of unauthorized software at remote locations.
 13. Off-Shore Development and Hosting of State Data: The Contractor must protect all production data, application development, and card production in a manner that complies with the information security and physical security requirements of 6 CFR 37. The DMV requires all data to be stored within the computer environment hosted by the State of Nebraska. The DMV requires the development and maintenance of applications for the DMV be performed within the United States. Factory production of documents shall remain within the United States.
 14. Transmitted data must be secured.
 15. Title to and liability for risk of loss of the hardware, software, peripherals, consumable supplies, and any other aspect of the solution must at all times remain with the Contractor.
 16. The solution must be available 24 hours a day, 7 days a week. Performance must be maintained regardless of any maintenance, back up, or other activities.

E. NUMBER OF USERS, UNITS, AND PERIPHERALS

1. The specified units and peripherals will support the number of users displayed in Table 3.

Table 3. Number of Users, Units, and Peripherals

Hardware	Examining Staff	Home Office Staff	DMV Trainers/IT Staff	CDL Third Party Testers	Spare Inventory	Total
Permanent WorkStation*	79	1	2		10	92
Portable Workstation**	54		1		10	65
Camera	148	1	2		10	161
Backdrops	148	1	2		10	161
Knowledge Test Tablets***	153		1		10	164
Skills Test Tablets****	85		6	65	10	166

*Permanent Workstation defined in F. Workstation Description, 2. Permanent Workstations, following this table.
 **Portable Workstation defined in F. Workstation Description, 3. Portable Workstations, following this table.
 ***Knowledge Test Tablets defined in F. Workstation Description, 4. Knowledge Test Tablets, following this table.
 ****Skills Test Tablets defined in F. Workstation Description, 5. Skills Test Tablets, following this table.

2. The location of the spare inventory shall be agreed upon by DMV and the Contractor. The spare inventory will likely be at various locations throughout the State.

F. WORKSTATION DESCRIPTIONS

1. Cameras and Backdrops: Permanent and Portable Workstations
 - a. The Contractor shall provide the number of cameras and backdrops for the permanent and portable workstations as listed in the table above. The number of cameras and backdrops differ from the number of workstations. At some sites, camera and backdrops are shared by multiple workstations, or used in tandem by one workstation at other sites. Cameras should work with multiple units and not require primary/secondary set up.
2. Permanent Workstations
 - a. Permanent workstations will be used by Examining Staff who may or may not act as Issuance Agents at permanent locations.
 - b. Contractor must provide workstations to be placed in all DMV offices across the state.
 - c. Permanent workstations shall include:
 - i. Hardware
 - a) laptop with internal speakers
 - b) docking station
 - c) dual 19" monitors
 - d) wireless keyboard with data entry keypad
 - e) all other hardware necessary to fulfill the requirements of this RFP
 - ii. Peripherals
 - a) signature pad with fine-tipped stylus
 - b) PDF bar code scanner
 - c) wrist rest
 - d) surge protector
 - e) power cords
 - f) headphones
 - g) mouse pad and mouse
 - h) card authenticator (small, durable, lightweight)
 - i) webcam
 - iii. Contractor-supplied software

- a) The Contractor shall supply all solution-specific software necessary to fulfill the requirements to this RFP.
 - d. DMV-supplied software
 - i. The workstations shall be able to accommodate software the DMV will authorize and must have on the hardware.
 - ii. The workstations shall have the ability to run such software simultaneously with other software necessary to operate the CATS solution and shall not interfere with speed or other aspects of DMV-supplied or Contractor-supplied software.
 - iii. DMV-supplied software may include, but shall not be limited to:
 - a) IBM Personal Communications
 - b) Google Chrome
 - c) Internet Explorer
 - d) Adobe Flash Player
 - e) Adobe Acrobat Reader
 - f) Driver for CanoScan LiDE 210 and 220 scanners
 - g) Driver for Panasonic KV-S1027C scanner
 - h) Filebound
 - i) QAS Pro
 - j) Microsoft Office
 - k) Symantec Endpoint Protection
 - l) Lobby management queuing software
 - m) VPN access (currently through Cisco AnyConnect)
 - iv. Networking: capability to access DMV-networked drives (i.e., X & Y) and ability to authenticate to network through physical and wireless connections.
- 3. Portable Workstations
 - a. Portable workstations used by Examining Staff at temporary locations will be frequently moved from site to site by staff.
 - b. The solution for the portable workstations shall include all the functions and components (with the exception of the docking stations) as the permanent workstations, but shall be more portable than permanent workstations.
 - c. Portable workstations shall include:
 - i. Hardware
 - a) laptop with internal speakers
 - b) 17" screen monitor
 - ii. Peripherals
 - a) hard-sided ADA-compliant carrying case with rollers
 - b) wireless keyboard with data entry keypad
 - c) signature pad and fine-tipped stylus
 - d) PDF bar code scanner
 - e) wrist rest
 - f) surge protector
 - g) power cords
 - h) headphones
 - i) mouse pad and mouse
 - j) card authenticator (small, durable, lightweight)
 - k) webcam
 - l) The portable workstations shall be easy to transport with self-contained transportation rolling cases included. The rolling cases must have adjustable handle length to account for height of examiner when pulling the case.
 - iii. Contractor-supplied software
 - a) The Contractor shall supply all solution-specific software necessary to fulfill the requirements to this RFP.
 - d. DMV-supplied software
 - i. The workstations shall be able to accommodate software the DMV will authorize and must have on the hardware.
 - ii. The workstations shall have the ability to run such software and other software necessary to operate CATS simultaneously. This shall not interfere with speed or other aspects of DMV-supplied or Contractor-supplied software.
 - iii. DMV-supplied software may include, but shall not be limited to:
 - a) IBM Personal Communications
 - b) Google Chrome
 - c) Internet Explorer
 - d) Adobe Flash Player

- e) Adobe Acrobat Reader
 - f) Driver for CanoScan LiDE 210 and 220 scanners
 - g) Driver for Panasonic KV-S1027C scanner
 - h) Filebound
 - i) QAS Pro
 - j) Microsoft Office
 - k) Symantec Endpoint Protection
 - l) Virtual private network access (currently Cisco AnyConnect)
- iv. Networking: capability to access DMV networked drives (i.e., X & Y) and ability to authenticate to network through physical and wireless connections.
- e. The total weight of the portable workstations and contained transportation unit must not exceed 40 pounds.
 - f. Set-up and breakdown time shall not exceed 10 minutes.
4. Knowledge Test Tablets
- a. The Knowledge Test tablets are the devices on which applicants will take the Knowledge Test.
 - b. The Knowledge Test tablets will present the questions, in some instances a picture corresponding to the question, alternative answers, and provide prompts and test feedback.
 - c. The Knowledge Test tablets shall be equipped with:
 - i. Hardware
 - a) tablet with a minimum of 17" screens with touch screen technology
 - b) docking stations for permanent offices only
 - c) internal speakers
 - d) capability to connect to the state wireless network
 - e) rechargeable battery operated with minimum 8 hour charge
 - ii. Peripherals
 - a) headphones
 - b) stand
 - c) stylus
 - d) soft-sided carrying case
 - e) power cord
 - f) surge protector
 - iii. Software
 - a) Any solution-specific software required to operate the units to meet the requirements of this RFP
 - d. DMV-Supplied Software
 - i. The Knowledge Test tablets shall be able to accommodate software the DMV will authorize and must have on the hardware.
 - ii. The Knowledge Test tablets shall have the ability to run such software and other software necessary to operate CATS simultaneously. This shall not interfere with speed or other aspects of DMV-supplied or Contractor-supplied software.
 - iii. DMV-supplied software may include, but shall not be limited to:
 - a) Virtual private network access (currently Cisco AnyConnect)
 - e. The tablet must recognize slate screen technology and onboard keyboard entry.
5. Skills Test Tablets
- a. The Skills Test tablets will be used by Examining Staff and third party CDL examiners.
 - b. The Skills Test tablets shall be equipped with:
 - i. Hardware
 - a) tablet with a minimum of 17" screens with touch screen technology
 - b) capability to connect to the state and non-state wireless networks
 - c) rechargeable battery operated with minimum 8 hour charge battery operated
 - ii. Onboard Camera
 - iii. Peripherals
 - a) hand strap
 - b) shoulder strap
 - c) internal speakers
 - d) soft-sided carrying case
 - e) power cord
 - f) surge protector
 - g) fine-tipped stylus
 - iv. Software
 - a) Any solution-specific software required to operate the units to meet the requirements of this RFP

- c. DMV-Supplied Software
 - i. The Skills Test tablets shall be able to accommodate software DMV will authorize and must have on the hardware.
 - ii. The Skills Test tablets shall have the ability to run such software and other software necessary to operate CATS simultaneously. This shall not interfere with speed or other aspects of DMV-supplied or Contractor-supplied software.
 - iii. DMV-supplied software may include, but shall not be limited to:
 - a) Virtual private network access (currently Cisco AnyConnect)
- d. The Skills Test tablets shall be handheld devices that are: rugged; lightweight; resistant to water, extreme heat, and extreme cold; ergonomic; and are readable under bright light.
- e. The Skills Test tablet must recognize slate screen technology and onboard keyboard entry.
- f. The Skills Test tablets must be equipped with Global Positioning System (GPS) features that can record vehicle movement during the road test, and allow CDL Compliance Officers and managers to review and verify the appropriate route was followed.
- g. The Skills Test tablets shall allow the operation of any device in any of the test centers through a wireless connection.
- h. The Skills Test tablets shall operate in all designated third party locations using the VPN through a wireless connection.
- i. The Skills Test tablets shall have audio volume controls examiners may actively use that range in volume from approximately no audio to volume audible over an idling semi-tractor.

G. STANDARDS

1. The function of CATS shall be performed within a functional environment that includes, but is not limited to, adherence with the following standards and best practices:
 - a. Federal Real ID Act (6 CFR Part 37)
 - b. Most current AAMVA DL/ID Card Design Standards with exception of statutory requirements
 - c. Department of Homeland Security standards for materials and facilities as described in the most current Real ID Security Plan Guidance Handbook).
 - d. AAMVA Facial Recognition Program Best Practices.
 - e. Nebraska statute mandates credentials shall contain the following encoded, machine-readable information: the holder's full legal name; date of birth; gender; race or ethnicity; document issue date; document expiration date; principal residence address; unique identification number; revision date; inventory control number; and state of issuance. The race or ethnicity shall not be printed on the face of the card. The card must also include Veteran Designation and/or Organ Donor Designation when appropriate.

H. WORKFLOW

1. The solution must require the fewest number of keystrokes or mouse clicks possible for a particular command and must be as fully integrated as possible, both internally (within the solution) and externally (in information exchange outside the solution). For example, when an examiner enters minimal person match information, the database must immediately examine previously entered data (by name, driver license number, driver license sequence number, date of birth, other identifying detail, etc.). When the database ascertains there is a match, the remaining fields required by the examiner must be automatically populated with complete and accurate information. A "Possible Match" prompt should be presented to the examiner whenever partial discrepancies (within a preset range) are noted between newly entered and pre-existing data. Query, search, and execution by category and type of test or license must also be possible upon examiner request.
2. CATS must prevent an applicant's enrollment from continuing in process until the previous step has been completed without explicit override by the user.
3. At certain points in the enrollment process (i.e., after photo, after signature, after data collection), CATS shall allow examining staff to suspend the enrollment process and designate as incomplete. Data from incomplete enrollments shall be removed from the active queue at the end of the business day.
4. CATS shall allow Examining Staff to capture photos and signatures offline to later upload into an applicant's enrollment. This feature will be used, for example, when Examining Staff travel to an applicant's home or establish a temporary location.
5. CATS shall enable users to track applicants throughout all phases of credentialing and testing.
6. Daily start-up and close-down
 - a. Times required to set-up and prepare equipment for the start of a workday must not exceed ten (10) minutes per day per examination site to perform routine system management tasks (i.e., those tasks that must be completed daily in order for the system to operate).

- b. Time required closing down the process each evening, exclusive of unattended processes, must not exceed 10 minutes.
- c. Additionally, the GPS must initiate for all Skills Tests without examiner intervention. GPS mapping is required to begin automatically at the start of each Skills Test and function properly for each test.

I. STORAGE AND INTERFACES

1. To produce centrally issued credentials, CATS must combine demographic data on the State Mainframe with captured and stored images.
2. User contribution and access to image data should have an integrated and seamless workflow.
3. The Contractor's solution must support a process for capturing and storing document images that interfaces with the State Enterprise Content Management system (ECM). Image data will be stored in a variety of systems depending on type and age:
 - a. Source Documents:
 - i. All NEW source documents will be stored in ECM.
 - ii. All OLD source documents will stay in the DMV's current document management system (i.e., Filebound).
 - b. Image Capture
 - i. All NEW facial images/signatures will be part of the solution and stored by the Contractor.
 - ii. All OLD facial images /signatures will be moved by the Contractor from the existing system and will be part of the solution hosted by the Contractor.
4. Current Specifications of the State ECM system are:
 - a. Hyland Software
 - b. Format of forms: TEXT, HTML, XML
 - c. Current ECM software release version: OnBase 16
 - d. Other valid document types: PDF, TIFF, DOC, DOCX, RTF (72 other file format types are recognized by OnBase 16)
5. The Contractor must provide evidence of API Certifications by Hyland Software for the purpose of integrating with OnBase Enterprise Content Manager. The Contractor must provide applicable certifications for Modules and Administration where certifications can be obtained to be used to configure/develop and support the proposed solution prior to the contract start date.
6. The Contractor will be responsible for re-enrolling all existing images into its facial recognition solution to ensure they are searchable through the approach used by the Contractor to evaluate and assess all features of the image presented.
7. CATS shall provide the ability to seamlessly interface with multiple applications on various platforms. The Contractor shall provide standard application programming interfaces, tools, and methodologies that allow future releases to accommodate interfaces.
8. Platforms may include, but are not limited to:
 - a. IBM Mainframe
 - b. Microsoft Intel
9. Interfaces may include, but are not limited to:

	Description	Function	Method of Transmission
1	Mainframe - Driver License Issuance	The Contractor polls a web service application to get data from the Mainframe and to return confirmation to the Mainframe. They are: the photo and the final release to the factory for printing of the permanent document. The Contractor also sends confirmation to the Mainframe when the document has been mailed.	Web Services
2	Mainframe - Knowledge Test	The Contractor polls a web service connected to the Mainframe test result table to get open tests by location and sends the results back to the Mainframe when the tests are completed.	Web Services
3	Mainframe - Skills Test	The Contractor polls a web service connected to the Mainframe test result table to get open tests by location and sends the results and comments made by Examining	Web Services

		Staff back to the mainframe when the tests are completed.	
4	Secretary of State/Voter Registration	Secretary of State retrieves signatures only for purposes of voter registration.	Web Services
5	NLETS	Nebraska State Patrol retrieves facial images and signatures.	Web Services
6	NCJIS	Nebraska Crime Commission sends and retrieves facial images and signatures.	Web Services
7	Digital Image Exchange	Retrieves facial images via AAMVA's Digital Exchange Program.	Unified Network Interface
8	Enterprise Content Management	This is the State's enterprise content management service for storing and managing documents.	Web Services
10	Nebraska's state e-government portal contractor – Skills Test	The Contractor polls a web service connected to Nebraska's state e-government portal contractor by third party tester to receive open tests and sends results back to Nebraska's state e-government portal contractor.	Web Services
11	Multi-Jurisdiction CDL Collaboration	Electronically share images with other jurisdictions, perform facial recognition comparisons for images from participating jurisdictions, send daily images to other jurisdictions for facial recognition comparison, and receive facial recognition comparison results from participating jurisdictions.	TBD
12	Nebraska's state e-government portal contractor – Customer Portal	Mechanism for customers to check card status and tracking system from factory to delivery to the US Postal Service.	Web Services
13	Nebraska's state e-government portal contractor – Conceal Carry Permit	Nebraska State Patrol retrieves facial images via a state e-government portal contractor-provided service to issue Conceal Carry Permits.	Web Services

J. CAPTURE IMAGES (SIGNATURE AND FACIAL) AND COMPARE TO HISTORICAL IMAGES

1. The image capture solution must be reliable, efficient, adjustable, and speedy.
2. Images should be linked to the following information for storage:
 - a. Driver license number
 - b. Date of birth
 - c. Race
 - d. Eye color
 - e. Gender
 - f. Document type
 - g. Last name
 - h. First name
 - i. Data source (e.g., DMV, Jail)
3. Signature Capture Device
 - a. The signature device must provide adequate space to display all disclaimers. Applicants must acknowledge aggregated into a single acknowledgment step and presented in a readable format and font. The Contractor shall make changes to disclaimer language at no cost to the DMV.
 - b. The signature device must provide adequate space for a person to write a normal sized signature.
 - c. The signature stylus must have a fine point stylus.
 - d. The interface for the signature device must allow an individual to view the signature while writing.
 - e. The DMV requires the signature capture device spatial dimension footprint of no larger than 5.5" x 8.5".

- f. The signature capture device must support both left- and right-handed persons and people in wheelchairs.
 - g. The signature capture device must consistently produce an excellent signature image and must meet the requirements as identified by AAMVA DL/ID Card Design Standards.
 - h. The signature capture device must have the same degree of smooth flow as a handwritten signature.
 - i. The signature device must show applicant signature on the computer screen for Examining Staff to view when the applicant writes signature.
 - j. The signature capture device must allow the Examining Staff to view, reject, and recapture another signature as necessary to obtain an acceptable signature.
4. Facial Image Capture
- a. Facial Image Capture
 - i. The facial image must be captured in color.
 - ii. Users must be assisted in ensuring facial images meet ICAO (International Civil Aviation Organization) standards.
 - iii. The solution must supply sufficient illumination to avoid portrait shadow and provide generally acceptable portrait illumination for persons with light to dark complexions.
 - iv. The capture shall have a means to ensure proper centering and focus of the subject within the portrait area without operator intervention.
 - v. The portrait capture device must be easily adjustable to capture the image of adults and children of varying heights, standing or seated.
 - vi. The imaging system shall notify Examining Staff if the captured image does not meet the image capture requirements specified in the current AAMVA DL/ID Card Design Standards.
 - vii. The Examining Staff shall have the option to recapture the image or override the requirements, but must include an explanation for the override.
 - b. Backdrop
 - i. The Contractor must provide, install, and maintain a backdrop for each image capture station. The backdrop must be wall-hung or freestanding depending upon the office requirements.
 - ii. If a virtual backdrop is proposed, the Contractor must provide evidence of its reliability and capabilities and must be approved by the DMV.
 - iii. Background color must be in accordance with the current AAMVA DL/ID Card Design Standards.
5. Real-time Image Compare
- a. The comparison is a 1:1 authentication against the most recent DMV photo. The 1:1 authentication is real-time.
 - b. End users shall be able to view historical images (photos and signatures) and compare to the captured image in real-time. This includes all voided and valid images and images for issued documents and documents not issued.
6. Image Acceptance and Storage
- a. The solution shall enable users the capability of using an image from a previously-issued credential.
 - b. The solution shall enable Examining Staff the capability of overriding the requirement for an image, with an explanation for the override.
 - c. The imaging system must, following Examining Staff viewing and acceptance of an image, generate a confirmation indicating the image has been taken, digitized, and stored; or a warning indicating the image has not been properly captured, digitized, and stored.
 - d. Each image shall be stored with one of three possible status designations:
 - i. Valid: a valid credential is issued with image.
 - ii. Non-issued: no credential is issued with image.
 - iii. Voided: credential was incorrectly issued with image, but has been canceled.
 - e. Image retrieval shall return all images regardless of status and will be visibly marked with status designation, as appropriate. For example, NCJIS API returns only valid, issued images, so "voided" images should be excluded.
 - f. The date of image capture shall be stored with all images.

K. DOCUMENT CAPTURE

- 1. Document capture is required at various points during the enrollment process, depending on the type of applicant and credential. The DMV will collaborate with the Contractor to ensure an integrated workflow is developed that meets user and applicant needs.
- 2. The document capture process will:
 - a. Be initiated within the CATS and within the enrollment application.

- b. Have the ability to accept the image scanned by hardware owned by the DMV. The DMV currently uses Panasonic DV1027C.
 - c. Submit the document image to ECM.
3. The user must be able to identify document type (a pick list established by the DMV), prior to initiating the scanning process.
 4. The user must be able to view, on their screen and within the solution application, the document as it is scanned. This view may be presented as a pop up window.
 5. The user must be able to view and approve the scanned image prior to approving its submission to the ECM.
 6. The date of the scan should be automatically captured and incorporated as part of submission to the ECM.

L. DOCUMENT AUTHENTICATION

1. The solution must include document authentication.
2. The solution must identify, extract, and verify covert security features of any driver license or other acceptable identity document (e.g., passport) for authentication purposes.
3. The solution must capture both sides of the credential with a high resolution imager during a single card insertion.
4. The Contractor must supply document authentication hardware.
5. The solution shall refer to a current library of document security features used in driver licenses in states and for other documents used for establishing identity (e.g., passports).
6. The solution must be able to read a digital watermark.
7. The results of the authentication must be clearly described in the information provided to Examining Staff.

M. KNOWLEDGE TESTING

1. Electronic Knowledge Testing system shall be integrated with the entire solution.
2. Test Languages
 - a. All tests, except Class O Knowledge Tests, shall be provided in English.
 - b. Class O Knowledge Tests shall be provided, within the solution, in the following languages:
 - i. English
 - ii. Spanish
 - iii. Sign Language
 - c. Class O Knowledge Tests shall also be available in picture format within the solution. The DMV shall provide scanned pictures for all items and possible response choices.
3. The Knowledge Test shall:
 - a. Be easy to use and administer from the examiner's and the applicant's viewpoint.
 - b. Be flexible enough to meet present and changing driver license testing needs.
 - c. Pursuant to the ADA, have sufficient adaptability to provide reasonable accommodations to allow persons with low vision to take the test if they possess sufficient vision to drive subject to restrictions, or with adaptive equipment, or glasses.
 - d. Be both reliable and capable of handling extreme volumes of workload and information storage.
 - e. Support all required languages in on-screen, oral, and paper formats.
4. The Knowledge Test solution must allow for future expansion and the addition of new capabilities such as remote testing and improved testing access for individuals with disabilities.
5. Knowledge Test database must be able to:
 - a. Record, electronically store, and manage at least 6,000 multiple-choice test items to be maintained in each of the required languages.
 - b. Store the test item bank (i.e., any and all stems, choices, photographic images, and audio components associated with individual test items).
 - c. Categorize questions based on knowledge being tested.
 - d. Store the table of correct answers and source references associated with the test items within a separate, password-protected area of the database.

- e. Electronically store more questions for each test type than will be required for any single test version. The system must be capable of generating several versions of an examination without repeating all of the items used on any one test.
6. Changes to Knowledge Test Items/Pool
- a. The solution shall enable changes to the items to be stored within the test item bank that are on a "hold" status and not included in the "active " item-bank, (i.e., a question will not be included in a test until a specified condition has been met, usually a date set in advance). Test items on "hold" must not be used as part of an exam until the "hold" status expires. The solution shall be able to:
 - i. Automatically add a question to the "active" item-bank by recognizing a user-assigned activation date.
 - ii. Automatically remove a question from the "active" item-bank by recognizing a user-assigned expiration date.
 - b. The Contractor shall add new or replacement test items or tests, without additional cost to the DMV, and without upgrades to hardware or software. DMV personnel must be able to accomplish these functions, if desired.
 - c. The Contractor shall, upon provision of changes (deletions, additions, revisions) from the DMV, implement changes within 60 days, or a date set at more than 60 days by the DMV.
 - d. The Contractor shall provide for and maintain an "audit trail" tracking any changes made to the test item database. For compliance purposes, the audit trail must be keyed to the logon ID. The audit must detail the date and time of a change, the user making the change, and the nature and impact of the change, including preservation of both the original and revised versions of any test item modified.
7. Knowledge Test Types - shall include the following tests:
- a. Class O Basic Knowledge Test
 - b. Motorcycle
 - c. CDL General Knowledge
 - d. CDL Combination Vehicle
 - e. CDL Air Brakes
 - f. CDL Passenger
 - g. School Bus
 - h. CDL Doubles/Triples
 - i. CDL Tanker
 - j. CDL Hazardous Materials
 - k. Special Restricted
 - l. Non-Verbal (Picture)
 - m. Tractor Safety Quiz
8. Interface with State of Nebraska Mainframe
- a. The Mainframe system will determine which automated tests need to be given based upon the data entered by the examiner in a written test program. The written test program will send a string of data to the automated testing system including the driver license number, tests to take, any pertinent identification information, and other needed information. The Mainframe will then produce a bar coded form to be used to reenter the applicant's Mainframe record after the automated testing.
 - b. The applicant shall be able to approach any open testing site and enter the DMV-determined identifying information. The automated testing system should then assign and distribute the appropriate tests to the appropriate testing station.
 - c. When the testing is completed, the automated testing system will be required to send the results and other data back to the Mainframe system. The Contractor will be required to develop this function.
 - d. The DMV will be responsible for developing the Mainframe interface.
9. Item Randomization Must:
- a. Select pre-determined number of test items from each category of the question bank in a random selection manner for each test type and language.
 - b. Present selected test items to applicants in randomized sequence for each test type and language.
 - c. Present answers to selected questions in randomized sequence for each test type and language.
 - d. Be capable of displaying certain pre-specified questions on each and every version of a specific test type.
 - e. Provide an override to the random feature to allow the DMV (via the Administrative Console) to designate specific sequences for answers (e.g., an "all of the above" answer must always be the last multiple choice answer within a question).
10. Knowledge Test Content
- a. One of the strongest features of the Knowledge Test must be the presentation of high quality tests. Citizens from diverse backgrounds will depend upon this Knowledge Testing system.

- b. Test presentation must be explicit, purposeful, interesting, and straightforward.
- c. Driver license Knowledge Tests must be delivered in a manner that leaves no room for applicant confusion.
- d. Test items shall:
 - i. Include a question (stem) and up to four potential answers (choices). The text for these multiple choice or true/false test items will be developed or approved by the DMV. The text for all finalized test items will reside on a Central Test Database that is utilized and supported by the automated system itself.
 - ii. Conform to the actual number determined by the DMV. Test length may vary between and among various test types.
 - iii. Have up to four (4) choices with one choice that is the correct answer and up to three (3) others included as distracters.
 - iv. Have the Knowledge Test present all test items, including stems, choices, and associated photographs or audio tracks in a consistent format and location on the Test Station monitor. The text of the test item must be presented so that it does not disturb a photographic presentation, i.e. the applicant must be able to clearly view an accompanying picture while reading the question and making a choice.
 - v. Have a "field" for each stem allowing for at least 300 characters of text.
 - vi. Have a field for each of the choices (answer or distracter) allowing for at least 154 characters. Therefore, if there are four choices, the choice field will be 4 X 154 or a total of 616 characters. The total field for each test item (stem + choices) must be at least 916 characters.
 - vii. Have a character size no smaller than 14 characters per inch. Character size, type, and font must be approved in advance by the DMV.

11. Test Media

- a. Each test item may include a corresponding graphic relevant to the question.
- b. Test items must utilize photographic depictions of actual driving/traffic situations, including road signs, intersections, traffic lights, roadways, and other visual representations associated with rules of the road, driving skills, or safe vehicle operations. The photograph shall appear visually on the Test Station monitor in conjunction with the associated test item.
- c. Pictures included as a component of a test item shall be presented as a photograph accompanying text. No graphics or stick-figure type diagrammatic representations are acceptable. The DMV will work with the Contractor to select the actual picture to be utilized for each test item. The DMV reserves the right to refuse to allow any picture to be used within any aspect of the automated system.
- d. Pictures supplementing test items shall be still digital photographs.
- e. No graphics or pictures shall include any references to any states or areas other than Nebraska.
- f. The addition of new or replacement pictures must be possible without upgrades to hardware or software.
- g. Any picture included as a component of a test item shall be at least 20%, but no larger than 25%, of the size of the Test Station monitor screen. The system must have the capability of enlarging the picture to full screen and then reducing the image to the original size as prompted by the Test Station and selected by the applicant.
- h. The picture shall appear in the same place on the screen for all test items on all tests.

12. Test presentation will deliver all tests in the following three presentation modes:

- a. On-Screen - via touchscreen test monitors.
- b. Oral (audio) - through a listening device attached to the Test Station which must:
 - i. Be available on all Test Stations.
 - ii. Be conducted with the use of secure listening devices to ensure privacy during tests.
 - iii. Include a volume control feature to enable an applicant taking an oral test to change the volume to a comfortable level.
 - iv. Be presented in clear and understandable audio.
 - v. Correspond word for word with the on-screen test answers and questions displayed on the Test Station monitors.
 - vi. Provide the test question and all answer choices.
 - vii. Permit the applicant to repeat the question and answer choices by touching a specific touch zone, e.g., "Repeat Question."
 - viii. Be available in all languages in which an on-screen test is available.
- c. Written - paper and pen tests produced by a printer.
 - i. The system must print paper copies of examinations containing questions with answer choices for an applicant.
 - ii. The written (printed) paper tests shall correspond word for word with on-screen tests.
 - iii. The system must be capable of printing a paper copy of the visual image (photograph) associated with each particular test item for all test types.

- iv. The system must print an answer key for the examiner corresponding with each printed test for all test types. The system must be able to do this for all test types and test languages.
 - v. Paper copies of tests shall be printed on 8 ½" X 11" paper.
 - vi. The printing for paper copies of tests shall be near letter quality. Letter/symbol size must be large enough (no smaller than 14 characters per inch) to permit applicants to easily read the paper copies of the tests.
 - vii. Paper tests must be generated using the same randomizing process used to formulate and present tests displayed on the test tablets.
13. Initiating Printed Tests
- a. Examiners shall be able to initiate printing not only from tablets, but also through a web-based portal. This is necessary, for example, in instances where tablets have become inoperable.
 - b. Examiners shall be able to create and send printed tests to any printer in any examining office throughout the State. This is necessary, for example, when an examining office has lost connectivity but must continue to serve applicants.
14. Knowledge Test Tablet Software Functions
- a. Tablet software must be capable of simultaneously displaying both text and picture, if applicable, for each test item.
 - b. In collaboration with the DMV, the Contractor must develop straightforward on-screen instructional procedures providing the applicant with a clear understanding of how to proceed with the test.
 - c. The tablet shall have a feature alerting Examining Staff that the applicant needs assistance. Currently, there is an audio cue. Bidder may propose an easily heard audio and/or an easily viewed visual cue (e.g., pop-up window on examiner screen, light over applicant carrel).
 - d. Tablet software must allow results data from individual tablets to be electronically stamped with unique identifiers. The DMV and Contractor will determine the applicant identifier.
 - e. The tablet must automatically ask at least two (2) multiple-choice questions specific to the applicant as a means of establishing that the applicant actually is the person taking the test. The DMV will determine the verification questions. The applicant's name would not be displayed on the tablet until after the applicant correctly answers the two identifying questions. If the verification questions are answered incorrectly, the test-taker may not proceed with the test without the examiner's permission.
 - f. Tablet software must permit applicants to answer questions by simply touching the screen using touch screen technology.
 - g. Tablet must provide the applicant with options to answer the question, skip the question, or have the question repeated. If the applicant skips a question, the system shall repeat the question at the end of the test (but only if additional questions are necessary to pass or fail the applicant via a "Quick Test Option").
 - h. Applicants must have the capability to review the test results upon conclusion of the test.
 - i. Tablet software must allow applicant to enlarge the graphic image to full screen size by touching an on-screen control. Once the image is enlarged to full screen, it may be returned automatically to normal size by timer function after five seconds, or by touching the screen again.
 - j. Tablet must display to the applicant whether the test has been passed or failed. This display shall also depict the total number of answers correct or incorrect at the end of the test.
 - k. Tablet software must deny applicants, or other unauthorized persons, the ability to print out any aspect of the testing information contained within a tablet.
 - l. Tablet and applicant information must be automatically transferred to the Central Statistical Database and immediately accessible via Server.
 - m. Tablet must be capable of retaining all scoring, statistical, and audit data in the event of a power failure or a system hardware failure. No information shall be lost, including information for tests in-progress, if any.
 - n. In the event of a system outage due to a power failure, the tablet must be capable of restarting all tests within five (5) minutes of the restoration of power.
15. Examining Staff Functionality Requirements
- a. The staff must have the capability to monitor test progress, display test results (including what the correct answers are and a source reference for that answer), review tests, print test results, and print statistical reports.
 - b. Monitor the sites and report hardware or software failures.
 - c. Be able to generate select reports including information extracted from the Central Statistical Database (number of tests taken, test language, test type, test version, test mode, etc.).
 - d. Perform a system configuration check any time that the system is initially powered-up.
 - e. Require no more than ten (10) minutes per day per examination site to perform routine system management tasks, e.g., those tasks to be completed daily in order for the system to operate (log-on, log-off, etc.).
 - f. Include a "ready" status indicator notifying the examiner that a specific Test Unit is online and available.

- g. Require a combination of screen name (or user number) and secure password that will grant examiners access to pre-defined user rights for various levels of system access. Utilize automated procedures guaranteeing password protection but allow authorized users to change their personal passwords quickly and easily. This requirement must be achieved by use of Active Directory.
 - h. Provide the ability to assign an applicant to a specific test at any tablet.
 - i. Provide the ability to enter a unique identifier for each applicant.
 - j. Provide a continually updated display of the status and test progress for each tablet. The data displayed must include at least the following:
 - i. Tablet number
 - ii. Applicant identifier
 - iii. Start time
 - iv. Elapsed time
 - v. Number of questions answered correctly and incorrectly for test in-progress
 - vi. Number of questions answered correctly and incorrectly, and a pass/fail indicator, for completed tests
 - vii. The names of other tests assigned but not started
 - k. Be capable of displaying the "Test Progress Monitoring Display" while other functions are being performed.
 - l. Have the ability to retrieve, review, and print test results currently in progress and previously completed. A menu-driven search utility must be in place to allow for rapid retrieval of test result data.
 - m. Provide the ability for the examiner to review all questions and answers for any test. The review must display the questions and answers in the order presented in the test, including graphics, the answer selected by the applicant, and the correct answer when different from the selected answer. The examiner must have the ability to have the test displayed.
 - n. Allow the choice of:
 - i. Terminating a test after a preset percentage or number of the questions have been answered correct or incorrectly (e.g., "quick pass" or "quick fail").
 - ii. Requiring the applicant to take the entire test regardless of whether the applicant passes or fails.
 - iii. Allowing the applicant to continue the test after being notified that the test has been passed or failed.
 - o. Enable the examiner to cancel any test in progress at any time and include notation for reason of cancellation. All normal statistical data shall be captured for the cancelled tests. In addition, a notation in the data will be made to show the test was cancelled before completion.
16. Administrator Functionality Requirements
- a. The solution must:
 - i. Be user friendly and menu driven allowing DMV employees with basic computer skills and minimal training to use the software.
 - ii. Operate in a manner consistent and compatible with other software aspects of the Knowledge Test system and should reflect the format, characteristics, and requirements previously described for other aspects.
 - b. The Administrator must be able to:
 - i. Add users, set user rights, and deactivate users and user rights; set parameters for the construction of tests; create and maintain test items; consolidate, review, format and display test results; print test results; print the pool of test questions with answers and pictures; and print statistical and audit reports.
 - ii. Create, delete, and modify test questions and answers to all tests, including on-screen, oral, and written tests. These capabilities must include the ability to:
 - a) Create new test question types and categories.
 - b) Create new test questions and answers.
 - c) Modify test questions and answers.
 - d) Delete prior test questions and answers.
 - e) Define/revise the number of questions for a test.
 - f) Define the questions to be used to generate a test.
 - g) Define/revise the passing grade for each test by either percentage or number of questions answered correctly.
 - h) Change a graphic associated with a question.
 - i) Set effective starting and expiration dates for questions and/or answers.
 - c. Modify tests, media, etc.
 - d. Perform all staff role capabilities.
 - e. Collect all statistical data from all locations.

17. Knowledge Test Central Statistical Database Requirements

- a. The Central Statistical Database is the component of the Knowledge Test that must serve as the central repository for the retention of core information relevant to applicant testing, the testing process, test results, and the certification of test performance that will result in specific authorization for a license to drive.
- b. The Central Statistical Database must be able to:
 - i. Record and electronically store the results of on-screen and oral tests automatically.
 - ii. Support data entry, data exchange, data transfer, automated processing, and comprehensive compilation of responses to requests made by any examiner at any time. There should only be "one" record per applicant. The important combination of test data and individual driver history information must be available and utilized as the foundation of an efficient, effective system.
 - iii. Process all requests, regardless of request type, utilizing a normalized process and flow that fully controls entry, tracking, update, monitoring, controlling, reporting, and printing. Test results must be retained in a complete and accurate manner meeting the needs of the DMV, individual applicants, and other system users.
 - iv. Require all data input pass system edits (with associated warning prompts) designed to ensure data accuracy, detect inaccuracies, and make required adjustments or updates, if any.
 - v. Assist with data reconstruction, problem analysis, data transfer reconciliation, and system audits. The Central Statistical Database must include provisions for an audit trail of system transactions and database updates, including the identity of the user who initiated the transaction (logon ID, user name, user number, examiner number).
 - vi. Retain data on the system for six (6) years (current year plus five (5) previous years). A retention schedule must be developed to establish a time line specific to each database area. When a retention timeline expires, affected information must be automatically archived and purged from the system. Other site-specific statistical and audit data must also be retained for a minimum time period of six (6) years.
- c. The Central Statistical Database must be able to maintain the following information for each applicant taking a test:
 - i. Applicant name - including provisions for one-word names, middle names, multiple last names, multiple middle names, and multiple suffixes (the DMV Driver Control System formats an individual driver's name as last, first, middle, suffix).
 - ii. Date of birth.
- d. The Central Statistical Database must be able to maintain the following information for each test taken by an applicant:
 - i. Testing center location
 - ii. Date of test
 - iii. Test start time
 - iv. Test elapsed time
 - v. Test language(s)
 - vi. Test category
 - vii. Test type(s)
 - viii. Test version(s)
 - ix. Test mode(s)
 - x. Total number of questions
 - xi. Total number of questions answered correctly
 - xii. Total number of questions skipped
 - xiii. Record of score (percentage)
 - xiv. Test outcome (pass, fail, abandon, cancel)
 - xv. Test unit ID
- e. The Central Statistical Database must be able to maintain the following information for each test item:
 - i. Test item identifier
 - ii. Total question usage
 - iii. Choice selected
 - iv. Choice correct
 - v. Average time required to respond
 - vi. Rate at which questions are being answered incorrectly
 - vii. Frequency at which answers are selected per test item
 - viii. Display of associated graphic, if applicable

N. SKILLS TESTING

- 1. The Skills Testing system (software and electronic tablets) shall be integrated with the entire solution.

2. The Skills Testing system shall be a solution that:
 - a. Interfaces with the Mainframe.
 - b. Interfaces with CDL database hosted by Nebraska's state e-government portal contractor.
 - c. Transfers test data to and from an applicant's Mainframe record.
 - d. Transfers test data to and from the CDL database hosted by Nebraska's state e-government portal contractor
3. Contractor shall provide, implement, and support Skills Testing system that:
 - a. Utilizes Skills Testing tablets to be used at any testing location and are transferrable between locations and users.
 - b. Provides a consistent user interface and consistent testing process for the different types of users and different types of Skills Tests. Users will include third party testers administering Skills Tests through an agreement with the DMV.
 - c. Allows staff to interactively score individual test items on the Skills Test while in progress and automatically display the total score at the end of the test. This functionality must be available in offline mode or while connected to the network.
 - d. Allows Examining Staff to print a copy of the Skills Test to use in place of an online or offline version. The printers are provided by the State. Examining Staff would record performance on the hard copy and later manually input into the system.
4. The Skills Testing system shall include the following types of skills tests:
 - a. All CDL-related class and endorsements.
 - b. Class O (regular car license).
 - c. Class M and M endorsement (MOST and Motorcycle-in-Traffic).
 - d. Farm Permit.
5. The tablet shall enable Examining staff to:
 - a. Establish the testing site location (e.g., choosing the appropriate area and station).
 - b. Retrieve applicant information from the DMV Mainframe and load that information onto the correct testing tablet.
 - c. Open the test on the correct tablet, score and comment on the test throughout the testing duration, periodically save the test throughout the testing duration, and upload the test results to the DMV Mainframe through a wireless connection.
 - d. Bring up the record from the DMV Mainframe and complete the issuance process.
6. The tablet shall enable third party testers to:
 - a. Establish the testing site location (e.g., choosing the appropriate area and station).
 - b. Sign into through a wireless connection via VPN.
 - c. Import applicants to be tested from Nebraska's state e-government portal and select applicant.
 - d. Open the test on the correct tablet, score and comment on the test throughout the testing duration, periodically save the test throughout the testing duration, and upload the test results to Nebraska's state e-government portal CDL Database through a wireless connection via VPN.
 - e. Verify on portal CDL Database that results posted.
7. The system shall, in addition to the single applicant process described above, support the processing of multiple individuals moving through each step of the system. For example, an examiner may have multiple people sequentially moving through each step (e.g., each person in a training group completes a pre-trip examination and none move to the next step until each member of the group has completed that step).
8. The system shall support wireless connectivity:
 - a. The Skills Testing tablet must be capable of downloading required data from the Mainframe prior to testing through a wireless connection.
 - b. Operate the Skills Testing throughout the day without a wireless or network connection.
 - c. For functionality for any testing tablet to connect to the State of Nebraska network from any location and shall identify the location where the test was completed.
9. In the absence of wireless connectivity, the Skills Testing system functionality must operate without a wireless or network connection and upload required data to CDL database hosted by Nebraska's state e-government portal contractor at the conclusion of a day's testing through a wireless connection.
10. The Skills Testing system shall accommodate system failures; for example, if the tablet shuts down during a test, the test scores that were already recorded shall be recoverable.

11. The system shall have flexible skill testing routing:
 - a. GPS must initiate for all Skills Tests without examiner intervention. GPS mapping is required to begin automatically at the start of each Skills Test and function properly for each test.
 - b. The Skills Testing shall provide a function for staff to perform Skills Tests using a set of predetermined road test routes. These road test routes will be determined by the DMV and updated periodically.
 - c. The Skills Testing shall allow staff to verify the appropriate route was used via GPS and mapping capabilities.
 - d. The Skills Testing shall provide a function for staff to change the road test to another predetermined route based on traffic, road construction, and other unforeseen conditions.
 - e. The Skills Testing shall allow staff to view timestamps via GPS and mapping capabilities to audit time duration during various locations of a Skills Test route.

12. The Skills Testing system shall provide for an administrator function. The function shall have the ability to create and maintain a minimum of three road test routes for each type of Skills Test for each location, and ability to review all Skills Tests. Maps of routes must be easily created by DMV staff, easily changeable, and easily uploaded to all Skills Test tablets statewide. Functionality must exist to separate third party maps from DMV maps on Skills Test tablets. DMV supervisory staff must have the ability to immediately review Skills Tests electronically upon completion of any test from any location.

13. The system shall allow scoring, saving, and transmitting results:
 - a. The Skills Testing shall easily accept changes to score forms, instructions, video files, audio files, road test routes, and other data input by users. The Skills Testing system shall have the ability to capture, upload, and index up to twenty (20) photos per test ID to the Skills Testing virtual server. The photos shall be retrievable into a single view with driver test data, GPS mapping, and score sheets.
 - b. The Skills Testing system shall provide automatic updates to all handheld devices to include, but not limited to, video files, score sheets, route maps, instructions, and audio files.
 - c. The Skills Testing system shall provide functions for staff to interactively score individual test items on the Skills Test while in progress and display the total score at the end of the test. This functionality must be available in offline mode or while connected to a network.
 - d. The Skills Testing system shall enable Examining Staff to use a stylus to record notations in a remarks box. The system shall accurately convert the handwritten notes to text format (maximum 63 spaces) and include the text notes as part of the information uploaded to the Mainframe.
 - e. The Skills Testing system shall automatically or upon request save the progress of the test while the test is being administered.
 - f. The Skills Testing system shall send data to the Mainframe at the conclusion of testing, which provides detailed information of each Skills Test that occurs. For each test, it shall contain, at a minimum, applicant's driver license number and name, PDF File (or similar industry-standard formatted file) containing an image of the score sheet, with the testing score for each item on the test, as well as the route. These files shall be required to be stored on the Skills Testing application server and retrievable by DMV managers.
 - g. The Skills Testing system shall access the CDL database hosted by Nebraska's state e-government portal contractor when used by third party examiners.

14. The Skills Testing system shall allow the DMV to import and distribute instructional media files which may be played to individuals taking a test.

15. The Skills Testing system shall allow the DMV to:
 - a. Retrieve and review all driver test data, GPS mapping, scoring forms, and photos in a single view immediately after the completion of the test.
 - b. Retain information for a 6-year period from the date of test completion.

16. The Skills Testing system shall be expandable to meet future test needs and requirements (ex. Updates of the current Skills Test, statutory changes, etc.).

O. BACK OFFICE FACIAL RECOGNITION

1. The evening of an enrollment (or completion of a Skills Test), a 1:history and 1:many authentication shall be conducted.
 - a. The comparison is with the DMV and other State of Nebraska images and images from other states participating in multi-jurisdiction sharing.
 - b. Authentication may be conducted through batch processing and does not require real-time processing.

2. The system shall provide a review process that prevents the issuance of more than one same-type credential to an individual.

3. The review process shall include an overnight batch processing that automatically finds and prioritizes potential fraud cases for the DMV fraud investigators to review prior to the actual issuance of the document.
4. The system shall provide a stand-alone web-based solution which allows the fraud investigators to approve or deny records for card issuance upon review.
5. The system shall minimize negative impacts of image variables to provide accurate matches. For example, when an applicant's eyeglass use or style changes, the system shall be able to accurately generate positive matches.
6. The system shall allow for manual enrollment of images into facial recognition which failed to programmatically enroll.
7. The system shall enable Nebraska's participation in Multi-Jurisdiction Collaboration.
 - a. The system shall support Nebraska's continued participation in the multi-jurisdiction facial recognition program. Other current participants include Iowa, South Dakota, and Illinois.
 - b. The system must provide the capability to incorporate other states' images into the program.
 - c. Communication through the platform shall enable communication and exchange of data with other cooperating entities.
 - d. Operationally, multi-jurisdictional workflows shall align seamlessly with single state processes for Leads and Cases. The system shall provide the ability to select whether a query will be run against local systems, remote systems, or both.
 - e. Candidate records returned from a remote identification shall have enough demographics to make a screening match / no-match decision, as well as support collaboration with the external agency.
8. The system shall send updates of status changes to the Mainframe at points throughout the process, such as moved to fraud investigation and released from fraud investigation.
9. The system shall allow fraud investigators to perform ad hoc queries against the image database utilizing images in the database or imported from outside sources.
10. The system shall allow fraud investigators to enhance facial images to the point where they can be submitted to the automated facial recognition system with a high probability of returning a positive match. This shall include state-of-the-art 3D modeling and imaging tools to extract faces from grainy or unclear images (from digital images, tapes, and still images) and correct the effects of poor lighting, off-angle poses, and blurriness.
11. The system shall provide capabilities for creating and printing individual and group dossiers, law enforcement lineups, and other image/facial recognition related documents.

P. CARD PRODUCTION AND MAILING SYSTEM

1. Central Issue Card Production
 - a. Contractor shall provide documentation as requested by the DMV for submission to the Department of Homeland Security to maintain certification of the Nebraska Driver License System as fully compliant with the requirements of the Real ID Act pursuant to 6 CFR 37.55, Central Issue Card Production.
 - b. The cards must be printed centrally at a secure facility approved by the DMV.
 - c. The facility must have multiple surveillance and access control systems and full background checks must be conducted on all Contractor employees involved in or with access to the hardware and software used for producing the cards.
 - d. Cards must be printed on a minimum Monday through Friday.
 - e. The Contractor must ensure 100% reconciliation of all documents and materials used to print the cards on a daily basis.
 - f. Tight inventory management of all component materials prior to, during, and after production must be guaranteed.
 - g. Every card must be tracked to ensure there are no omissions, duplicates, or unreported errors during the printing process.
 - h. The Contractor must supply all consumable materials for the printing of the card as required. Those costs shall be included in the per card charge in the Cost Proposal.
 - i. The Contractor must accommodate requests from the DMV for expedited printing. The expedited requests are approximately five times per year.
 - j. The Contractor must be able to track cards upon DMV request as a problem resolution option (ex. Individuals have not received at a confirmed, valid address). The tracking of card requests are approximately 150 times per year.
 - k. The Contractor must accommodate requests from the DMV for reprints, corrections, and other defects in cards at no additional cost to the DMV due to Contractor performance.

2. Card Design
 - a. The Contractor will design cards in compliance with standards set forth in this RFP.
 - b. The DMV will collaborate with the Contractor to design the cards and will have final approval of card designs.
 - c. Cards produced by CATS should be compliant with the most current AAMVA DL/ID Card Design Standards. A copy of the AAMVA Standard is available for download at <http://www.aamva.org/DL-ID-Card-Design-Standard/>.
 - d. CATS must be able to produce two-sided cards. The front of the card shall have color elements and color features to distinguish card type. The photographed facial image may, but does not have to, be printed in color. The back of the card may be printed in black. The back of the card shall, additionally, contain explanations of only the card type and codes for class, restriction, and endorsements printed on the front of the specific card. The face of the card must be able to be printed in landscape orientation for applicants over 21 and in portrait orientation for minor applicants under 21. Cards issued to non-citizens must be completely and visually distinct and distinguishable from citizen cards. CATS should programmatically determine which card format and the appropriate codes for class, restriction, and endorsement applicable to the card from the demographic data received through the enrollment process.
 - e. Cards must be able to print the phrases "Under 18 until (DATE)" and "Under 21 until (DATE)" on the face of the card in a bold or different font readable in low light conditions. The date must appear in MM/DD/YY format and be calculated from the birth date of the applicant. These phrases should not be printed over a picture or any other item on the face of the card.
 - f. The applicant's image, signature, and demographic data must be electronically captured, digitized, and transferred to the imaging materials and must adhere to the imaging material so they cannot be removed or altered without being readily detected.
 - g. Nebraska anticipates requiring changes to card design. Changes which do not impact interfaces/data dictionary elements shall be provided at no cost. Examples of these design changes include, but are not limited to: Governor's name and signature, placement or number of placements of existing element such as date of birth and elements required by Neb. Rev. Stat. 60-4, 117 (2017). Changes which do impact interfaces/data dictionary elements shall be provided to the DMV at hourly costs quoted in the Bidder's response.
3. Card Security
 - a. The proposed card must incorporate security features meeting the Level 1, Level 2, and Level 3 inspection requirements contained in federal Real ID Act (6 CFR Part 37).
 - b. Covert optical machine readable technology must be incorporated on the front of the proposed card.
 - c. Security features shall not interfere with readability of cards.
 - d. The Contractor shall include security features to combat alteration of cards, photocopying of cards, and counterfeiting of cards.
4. Nebraska Card Durability
 - a. Prior to solution implementation, the Contractor shall contract with a certified independent laboratory, approved by the DMV, which will subject the Nebraska cards to comprehensive durability testing. The Contractor shall share the entire laboratory report with the DMV.
 - b. The card must maintain full serviceability for a period of 10 years. The Contractor must replace, at no cost to the DMV or the credential holder, any issued card not maintaining a 10-year serviceability.
 - c. Card dimensions must be 3 3/8" x 2 1/8". Corners of the card must be rounded with a radius of 0.125".
 - d. The Contractor must make available to the DMV their quality control plan and procedures for card production to ensure the uniformity and consistency of cards. The plan should include assessing quality control, methods, standards, frequency of review, and any requirements of DMV for performing this process.
5. Card Mailing
 - a. The Contractor, in collaboration with the DMV, will design the mailer accompanying the card. The DMV will have final approval of the mailer.
 - b. Any changes to the mailer will be implemented at no additional charge to the DMV.
 - c. The Contractor must make available to the DMV their mailing process to ensure the cards are mailed in the most cost effective and secure manner. The Bidder must identify the options for directing the postage costs back to the DMV.
 - d. Upon production of the card, the Contractor will be responsible for mailing the card to the mailing address the applicant has provided to the DMV at the time of application or to an address otherwise specified by the DMV (for example, when the card is mailed to the DMV and not the applicant). This address may be different than the address printed on the actual card; therefore, the Contractor must have a system in place that enables the DMV to have a card sent to a different address than the one listed on the card.

- e. Cards must be delivered to USPS within 84 hours of receipt of the applicant's file from the DMV, excluding weekends and holidays. To be clear, the 84-hour requirement is for delivery to USPS, not to a mailing company if one is used.
- f. The Contractor will notify the DMV in the event cards exceed the 84-hour receipt to mailing expectation, and shall do so within two working days of exceeding the time frame.
- g. The production system shall update the Mainframe with new card production status changes as they occur, for example, updating the applicant's record in the Mainframe with the day card was mailed. This will allow DMV users to monitor card production progress. The statuses shall include, but not be limited to: fraud, cleared fraud, printed, mailed.
- h. The solution must be able to produce an image of any individual's produced card. For example, the DMV may request the produced card image to provide to law enforcement.
- i. The Contractor must establish a tracking system that interfaces with Nebraska's state e-government portal contractor for customers to check card status from factory receipt of customer information to delivery to a US Postal Service office. If a mailing service is used, delivery to the mailing service does not serve as a proxy to delivery to a US Postal Service office.

Q. USER TRAINING AND COMPLEMENTARY PRODUCTS TO SUPPORT TRAINERS AND USERS

1. The Contractor shall develop and update training courses and supporting materials necessary to meet train-the-trainer and CATS user role training needs for implementation and ongoing operation of the system.
2. All training shall include tools to measure end user comprehension and ability to use CATS.
3. Establish Training Environments
 - a. The Contractor shall use the Nebraska State training platform for trainee registration and management of any prerequisites and satisfactory course completion. The platform will be delivered to users as a web-based service.
 - b. The Contractor shall plan, establish, supply, and manage the hardware, software, and content of the training environments sufficient to support all types of training necessary for the entire project. Support furnished by the Contractor for training environments shall include: all hardware and software upon which the training will be conducted, access management for trainees, training environment data refresh, and release deployments.
 - c. Supply all equipment needed to conduct training in the field for both train-the-trainer and user training. The training equipment (permanent/portable/tablet) and connection type (wireless, wired) shall replicate what will be used by staff in operations.
 - d. Training data shall:
 - i. Be sufficient to allow multiple users to be trained at the same time.
 - ii. Be realistic to scenarios experienced by users.
 - e. Training environments shall simulate data flow to and from other systems when needed to demonstrate a function during training without disturbing production data (e.g., to simulate card imaging, Mainframe).
 - f. The Contractor shall establish tools, data, refresh schedules, and anything else necessary to ensure instructors and students are provided with fresh data as needed for examples, exercises, and other class activities for each new class/training session.
 - g. The Contractor shall update and refresh the training environment/database.
 - h. The Contractor is responsible for providing the DMV with any additional login and access requirements for trainees to access the training environment to support the training.
4. Home Office Training
 - a. The Contractor shall provide training to all home office staff, which includes trainers who will train field staff.
 - b. Training shall be customized to each role. The approximate number of participants in the home office training shall be:
 - i. Administrative users – up to five
 - ii. DMV help desk users – up to 20
 - iii. Fraud examiners – up to 10
 - iv. Information technology staff – up to 5
 - v. Field staff trainers – up to 15
 - c. Home Office Training shall be conducted in Lincoln at the time and location arranged by the DMV.
 - d. All trainings shall be designed to provide DMV staff a high level of system competence.
 - e. The Contractor shall include sufficient time, class days, and access to the system for DMV staff to become proficient with the system.
5. DMV Staff Training
 - a. The State trainers will subsequently provide training to DMV staff during rollout, provide new hire training after rollout, and audit training classes.

- b. Trainers will provide CATS launch training across Nebraska at up to five (5) locations (this is in addition to the DMV Home Office training already described).
 - c. DMV will identify the location for training sessions.
 - d. The Contractor will not be responsible for the costs involved in obtaining classrooms, or for DMV or other trainee travel, lodging, and wage expenses.
 - e. The Contractor will be responsible for Contractor personnel travel, lodging, and all other expenses.
6. Other User Training
- a. The State trainers will subsequently provide training to other users during rollout, provide new hire training after rollout, and audit training classes.
 - b. State trainers will provide CATS launch training across Nebraska at approximately five (5) locations (this is in addition to the DMV Home Office and State user trainings already described) for approximately 70 “other” users. These “other users” will likely be third party testers.
 - c. The DMV will identify the location for training sessions.
 - d. The Contractor will not be responsible for the costs involved in obtaining classrooms, or for DMV or other trainee travel, lodging, and wage expenses.
 - e. The Contractor will be responsible for Contractor personnel travel, lodging, and all other expenses.
7. Training Documents
- a. The Contractor shall create training manuals, quick reference materials, how to documentation, FAQs, and other educational materials to aide users in the learning process. Materials will include information about set-up and break-down of portable units.
 - b. All training materials shall be stored in a mutually agreed upon location available to the Contractor and DMV staff.
 - c. Training materials shall describe the DMV business and system processes, utilizing the State's terminology.
 - d. Training materials shall be branded for the DMV.
 - e. The DMV will own, and reserves the right to reproduce, all training materials and content for training and to make changes to training materials as necessary to improve training outcomes.
 - f. Web-based courses, if applicable, shall be developed on standard tools to allow future handoff of material for the DMV to update.
 - g. The Contractor shall develop, maintain, store, produce, update, and provide all training materials. This includes materials for classroom training, online learning, and other learning aids.
 - h. The training courses and materials shall be related specifically to the Nebraska CATS solution.
 - i. The content shall support hands-on learning in which trainees use the solution's hardware and software.
 - j. The content shall rely heavily on scenario-based learning.
 - k. The Contractor shall provide annotated trainer versions of the course materials and exercise books which describe the flow of the lecture and the corresponding demonstrations.
 - l. The Contractor shall establish training courses (i.e., a curriculum) and tools for measuring comprehension to show successful completion and demonstration of competence in appropriate aspects of the system.
 - m. User Training Roles
 - i. At a minimum, the Contractor shall develop all materials, planning, and processes to train each type of user.
 - ii. Additional user types/roles may be identified during the course of the implementation. The DMV and Contractor shall assume some flexibility and will be required to adjust the training plan and corresponding training materials as necessary to account for this.
 - n. Updating and Refreshing Training Materials
 - i. The Contractor shall update and effectively communicate updates to training materials and training courses, especially as defects and workarounds are identified, and incremental functionality is deployed. The Contractor shall develop tools and mechanisms for populating and refreshing training data to create training that is representative of the current production system data.
 - ii. The Contractor shall continually update training materials, training databases, and a logical environment to remain in sync with the production environment as enhancements are built into the system and new releases are deployed.
8. Schedule
- a. The Contractor must provide final, accurate training materials 30 days in advance of the initial training.
 - b. Training must take place between 45 and 60 days prior to start of implementation.

R. DOCUMENTATION

- 1. User Manuals
 - a. The Contractor will create and maintain role-based user manuals for all users.
 - b. The user manual must include all information required for operating and troubleshooting CATS solution.

- c. The Contractor shall create and maintain a “Quick Reference Guide” for all role types.
 - d. The manuals/guides will be made available in a format to be delivered as an online resource.
 - e. Any changes to users’ interface with the solution shall be simultaneously updated in user manuals or at a time in advance, with approval from the DMV.
 - f. User manuals/guides shall be presented so that users may efficiently find answers to questions and shall, at a minimum, include:
 - i. Table of Contents with hyperlinks
 - ii. Logical flow of sections and information within sections
 - iii. Clear, concise narrative using good grammar and free of typos
 - iv. Description of the set-up and preparation process and the closing process
 - g. The DMV Fraud Unit user manual must include all information required for operating and troubleshooting common facial recognition issues.
2. Brochures and Card Samples
- a. The Contractor shall develop and provide up to 10,000 brochures and five training-sized document samples for use by the DMV. Brochures are to be provided prior to implementation of the system.
 - b. Camera ready print originals of the brochure are to be provided to the DMV, as well as an electronic copy of the brochure suitable for duplication.
 - c. The Contractor shall provide a mechanism for the ongoing production and supply of sample documents as requested by the DMV for the length of the contract.
 - d. Contractor shall provide a minimum of 150 sample cards of each of the following: adult driver license, minor driver license, adult ID card, minor ID card; and a minimum of 75 sample cards of each of the other card types approximately 30 days after start of implementation.. The data utilized to create the cards shall be representative of actual cards produced with obvious sample data (e.g. use of "Sample" as a last name, unreal address information, etc.)
3. The Contractor must provide specification sheets and information manuals supporting the hardware supplied by the Contractor.

S. ONGOING DEDICATED SUPPORT AND MAINTENANCE

- 1. The Contractor shall coordinate with OCIO to diagnose and resolve shared maintenance and support issues.
- 2. The Contractor shall provide a Help Desk: trained staff for a Contractor-supplied toll free number for the DMV to contact for support. In general, the Help Desk shall be used primarily by DMV Home Office staff responsible for providing the first line of support to users.
- 3. The support hours of operation will require Contractor to support personnel with system questions or issues. Support shall be available 7:00 am – 8:00 pm Central Time Zone, Monday – Thursday, and 7:00 am – 6:00 pm Central Time Zone, Friday and Saturday; excluding State of Nebraska holidays.
- 4. The Contractor shall provide a “help desk” ticketing system to track incidents and services provided to the DMV, including ongoing maintenance on all hardware, software, and peripherals.
- 5. Maintenance shall include the following services:
 - a. Managed services: Any software provided must be supported by the Contractor. Problem-based consultative support (commonly known as help desk support or technical support): The Contractor is required to assist or provide technical consultative support to State Technical Staff based on a level of degree of severity.
 - b. Software updates: Contractor is responsible for providing updates to all software it provides, including patches, hotfixes, and version updates.
 - c. Maintaining compliance with NITC Standards.
- 6. Remedial and Preventive Maintenance and Repair Support
 - a. Repair of all hardware, cameras, and peripherals shall be accomplished with new replacements and shall not be accomplished with used or refurbished replacements, unless approved by the DMV.
 - b. Contractor shall provide on-site remedial and preventive maintenance during normal working hours, generally between 7:00 am – 8:00 pm, Central Time, Monday through Thursday, and 7:00 am – 6:00 pm on Friday and Saturday.
 - c. Minor maintenance, such as replacing flash and cameras may be accomplished through onsite inventory.

T. REPORTING CAPABILITIES

- 1. The system shall allow the DMV to use and customize standard reports, as well as create ad hoc reports and develop new standard reports.

2. Reporting tools shall be accessible from within CATS. Authorized examiners should have the ability to generate select reports from local data only, unless the DMV grants an examiner security authorization to generate reports based on system-wide data.
3. Generate informative, user-friendly reports detailing test and system usage and user statistics.
4. Compile and print reports to be utilized by employees who are not computer programmers. The operation of the reporting functions must be presented in an intuitive and simple-to-use format appropriate for the skill level of a casual computer user.
5. Generate reports on-demand as frequently as desired.
6. Generate reports automatically at pre-designated intervals and times that can be printed on any standard printer or can be placed in a folder on a designated computer.
7. Card Issuance Reports
 - a. Reports are generated regularly by the DMV.
 - b. DMV Examining Staff must be able to generate reports within CATS.
 - c. Image Server Daily Production Detailed Report
 - i. This report contains information on the production of credentials on a given day. There is a detail line for each credential produced for which the information was successfully uploaded to the Image Server.
 - ii. The user inputs a single date to run the report. The date may be any day in the past (i.e., cannot be today). If the date is unavailable, the user will be given an error message. For example, if the user attempts to use today's date or a date in the future, he/she will receive an error. If the user attempts to use a date for which no data is available in the system, then he/she will receive an error.
 - iii. All records which have this as the Print Request Date will be reported. The report must include the following but not limited to:
 - a) Issuance Agent County Number
 - b) Issuance Agent County Site
 - c) Issue Date
 - d) Print Request Type (30-Day Interim Receipt or Permanent Card)
 - e) Print Request Date/Time (in MM-DD-YYYY HH:MM AM/PM format)
 - f) Driver License Number
 - g) Document Type
 - h) Document Class
 - i) Customer Last Name
 - j) Customer First Name
 - k) Customer Middle Name
 - l) Customer Suffix
 - m) Workstation ID
 - n) Examining Staff badge number
 - iv. The report is sorted by County Code, then by Document Type. The counts provided are by:
 - a) Document Type by County Number
 - b) Document Type by Station Number
 - c) Issuance Agent by County Number
 - d) Overall Total
 - d. Image Server Production Summary Report
 - i. This report contains similar data to the IMAGE SERVER Daily Production Detailed Report, except in table format. Also, the user is allowed to enter an arbitrary date range as input. For example, 09-08-2017 to 09-12-2017 will produce a report for every day between and including 09-08-2017 to 09-12-2017. Similar to the Detailed Report, checks will need to be done to ensure the dates are valid.
 - a) The column headers are document types.
 - b) The row headers are county codes and station codes. All counties and stations shall be listed, even if no cards are produced on a given day.
 - c) Totals are provided for each row (county) and for each numerical column. A grand total is also provided.
 - e. Override Report
 - i. This report contains details of all transactions involving an override for any valid date range.
 - ii. Information in the report includes:

- a) Date/Time (This is the date & time of the transaction or cancellation request in MM-DD-YYYY HH:MM AM/PM format.)
 - b) Examining Staff County Number
 - c) Examining Staff Station Number
 - d) ID (i.e. Driver License Number)
 - e) Override Reason
 - f) Type (This indicates where the override was performed)
 - g) Customer Name
 - h) Workstation ID
 - i) Examining Staff badge number
 - f. Production Tracking Report
 - i. This report provides details of elapsed time from card issuance to mailing (actual mailing, not date sent to a mail sorting company) for all credentials.
 - ii. The user inputs a single date or a date range over which he/she wishes to run the report. The date may be any day in the past (i.e. cannot be today). If the date is unavailable, the user will be given an error message. For example, if the user attempts to use today's date or a date in the future, he/she will receive an error. If the user attempts to use a date for which no data is available in the system, then he/she will receive an error.
 - iii. The DMV may use the report to assess the elapsed time for specific credentials or to calculate statistical data for averages, percentages meeting targets, and so on.
8. CATS System Reports
- a. CATS System Response Time- Absolute. Monthly average system response time shall average one second or less. The response time will be measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet, and shall exclude network latency. Average response time shall be calculated including all system interactions.
 - b. CATS System Response Time- Hours of Operation. Monthly average system response time during hours of operation serving customers (7:00 am – 8:00 pm Central Time Zone, Monday – Thursday, and 7:00 am – 6:00 pm Central Time Zone, Friday and Saturday) shall be less than two seconds for 95% of all interactive system transactions. Response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet, and shall exclude network latency.
 - c. Search and Look Up CATS System Response Time. System maximum response time for each search and look up performance shall be three seconds or less 95% of the time and no single transaction shall exceed 15 seconds, except for specified and agreed upon exclusions. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet, and shall exclude network latency.
 - d. Dashboard Report CATS System response time. System maximum response time for any Dashboard report shall be five seconds, 95% of the time. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet, and shall exclude network latency.
 - e. Static Standard Report CATS response time. System maximum response time for any Static Standard Report shall be less than five seconds, 95% of the time. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet, and shall exclude network latency.
 - f. Parameter-based Report CATS Response Time. System maximum response time for any report other than those specifically set forth shall be 10 seconds, 95% of the time. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet, and shall exclude network latency.
 - g. CATS System Availability. The system shall be operational every calendar day of the year and 24 hours every day. The system shall be designed to meet a 99.9% system availability requirement, exclusive of planned downtime for System maintenance and upgrades. System maintenance and upgrades shall only occur during non-operational hours, outside of any batch-processing window, and shall not require the System to be unavailable or limited in functionality for more than one hour per week. This includes end-to-end System availability for all software, hardware, and communications interfaces between the System and all other systems.
9. Help Desk Ticketing Report
- a. The DMV must have the ability to track individual and aggregate status of help desk tickets.
 - b. The DMV must be able to create a report by setting date ranges, user requests, age of ticket, and other ways of identifying Contractor responsiveness.
10. Knowledge Test Reports

- a. DMV staff must have the ability to assign tests, monitor test progress, display test results, review tests, print test results, and print statistical reports via non-Knowledge Test computers.
- b. The DMV must have the capability to print the pool of test questions with answers and photos.
- c. The Knowledge Test system shall generate at least four standard reports providing the following information:
 - i. Standard Report 1
 - a) Provides an overview of test activity at a single location or at all locations for any specified time period.
 - b) Examining Staff or system administrators may select and constrain report parameters including: test category, test type (on-screen, oral or written), test location, pass/fail/cancelled, or language.
 - c) This report should include the following information:
 - 1) Local office name (if not all locations)
 - 2) Test category
 - 3) Test type
 - 4) Language
 - 5) Report time period
 - 6) Number of tests taken
 - 7) Number of tests passed
 - 8) Number of tests failed
 - 9) Average time to complete tests
 - 10) Number of tests cancelled
 - 11) Report generation date
 - ii. Standard Report 2
 - a) Provides a detailed list of all tests taken within a particular time period. The report can be constrained by date, location, test category, test type, language, pass/fail/cancelled.
 - b) Each result should give the following information:
 - 1) Local office name (if not all locations)
 - 2) Report time period
 - 3) Client name and/or id
 - 4) Test date
 - 5) Start/end time
 - 6) Test station ID
 - 7) Test category
 - 8) Test type
 - 9) Language
 - 10) Test score
 - 11) Pass/fail status
 - 12) Report generation date
 - iii. Standard Report 3
 - a) Provides test history and results for individual applicants.
 - b) The report is generated by input of applicant name or identifier (i.e., unique identifier).
 - c) Report information for each applicant should include the following information:
 - 1) Applicant name and ID
 - 2) Test names for all tests taken
 - 3) Test type (on-screen, oral, written)
 - 4) Test start/end times
 - 5) Test location
 - 6) Test station ID
 - 7) Language for each test taken
 - 8) Total number of questions for each test
 - 9) Total number of questions answered correctly
 - 10) Score for each test (%)
 - 11) Final status for each test
 - iv. Standard Report 4
 - a) Provides detailed analyses of the active question pool, which will help administrators identify and correct problems related to incorrect, misleading and unfair questions. Reports should be able to be generated for individual questions, for all questions within any knowledge domain, or for all questions making up any previously administered test. Report information should include the following information:
 - 1) Question ID
 - 2) Display of associated visual (this information is helpful in identifying poor quality or misleading graphics)
 - 3) Total question usage

- 4) Number of times answered and each distracter has been selected
- 5) Average time taken by applicants to answer the question
- 6) Number of times question has been skipped by applicants

11. Skills Test Reports

- a. The Skills Testing system shall provide scheduled reports, including:
 - i. Daily, weekly, monthly, and annual activities by location, user, and test type.
 - ii. Pass/Fail rates by location, user, and test type.
- b. The Skills Testing system shall produce detailed maps displaying the route(s) driven in relationship to the test administered using GPS capabilities.
- c. The Skills Testing system shall report any deviation from the pre-approved test route on a map using GPS capabilities.
- d. The Skills Testing system shall provide a reporting and analysis tool for DMV management to create ad hoc reports.
- e. The Skills Testing system shall provide the capability for the DMV to retrieve and review all historical driver test data and photos.
- f. The Skills Testing system reports shall be equipped with software to view all tests which should include being able to view the actual score sheet, map captured from GPS, and any photos taken.

12. Facial Recognition Reports

- a. Cases Report - The Cases Report provides a summary view of cases, including but not limited to:
 - i. All cases
 - ii. Multi-jurisdiction cases
 - iii. Active Cases Report
 - iv. Investigations Report
 - v. Case Load and Throughput Report
 - vi. Cases resulting from automated identification
 - vii. Manually generated cases
 - viii. Cases generated from ad hoc queries
- b. Enrollment Status Report - The Enrollment Status Report provides a list of those records which did not successfully enroll in the Facial Recognition System.
- c. Audit Report
 - i. An Audit History shall show the activity history for users and records in the system, including viewing a specific history (access, viewing, changes, queries, etc.) of individual records or of any system user.
 - ii. The Audit History shall be based on the User Session. A User Session is created every time a user logs on and interacts with the system. Once the user logs off, the User Session record is stored in the database. The User Session contains a listing of every action taken by the user, including accessing records (both individuals and cases); addition of notes; printing of dossiers; searching specific records; creating Watch Lists, Links and Exclusions; additions to My Lineups; uploading external images, etc. The data elements stored in the database for Audit History are configurable. System sizing and performance, as well as the location of the database, must be considered when implementing this capability.
 - iii. When the administrator accesses Audit History, the default display contains an empty search screen. The administrator enters any desired criteria in the Search Options section. The resulting list will display any user sessions matching the search criteria.

U. ADMINISTRATIVE FUNCTIONS

The administrative functions must:

1. Integrate with the entire CATS.
2. Provide access to documents with exceptions blocking card production.
3. Allow DMV staff with administrator privileges access to deny issuance or override exceptions allowing production of the card.
4. Allow DMV staff with administrator privileges to deny issuance of a document up to the point the document is printed.
5. Allow DMV staff with administrator privileges to restart the production process of a document after denied.
6. Allow DMV staff with administrator privileges to void images associated with a record holder.

7. Allow DMV staff with administrative privileges to adjust the threshold utilized for 1:1,1:history, and 1:many facial recognition processes.
8. Allow DMV staff with administrator privileges to identify records to bypass the facial recognition enrollment and authentication processes (law enforcement undercover documents).

V. INDEPENDENT FEATURES OF THE CREDENTIALING SOLUTION

1. The solution shall have the capability to view one or all historical valid and voided images and signatures via a stand-alone web application.
2. This solution shall be capable of comparing images and signatures of one applicant against another on the database.
3. The solution shall allow saving and/or printing results of the views described above.

W. PROJECT PLANNING AND MANAGEMENT

1. General Requirements
 - a. Project management is ongoing for the duration of the Contract. The primary objective of project management is to plan, manage, and control the timely and accurate completion of all tasks and benchmarks.
 - b. The Contractor shall comply with and provide support to the DMV processes and collaborate with the DMV Project Team and other state resources.
 - c. The project management responsibilities described in this section represent a minimum set of required tasks and benchmarks.
 - d. The DMV will work with the Contractor to determine the most practical and effective approach to project management. The project management activities will be dynamic.
 - e. The Contractor shall suggest improvements to workflows creating efficiencies.
 - f. At a minimum, the Contractor shall provide and keep current technical specifications, training plans, risk management and mitigation documents, status reports, milestones, and implementation timelines. The Contractor shall document and share any assumptions made during the creation and maintenance of these documents.
 - g. All task durations and review cycles shall be calculated in State working days, not calendar duration of days. State of Nebraska and Federal holidays shall also be calculated as non-working days.
 - h. The Contractor shall gain approval from the DMV before publishing or amending any project documents.
 - i. Collaborate with the DMV to incorporate best practices and approaches into the creation and maintenance of project planning, oversight, and implementation documents.
 - j. The Contractor will not commit State resources to timelines or tasks without DMV participation and approval. The Contractor shall provide one month of calendar lead time (or other mutually agreed timeframe) to ensure the appropriate resources are available.
 - k. The Contractor shall at all times develop, maintain, and propose project schedules which are realistic and properly manage risk. Scheduled delays which are not mutually agreed to as being caused by the DMV will not be considered for a change order or consideration to the Contractor.
 - l. All project related materials shall be provided to the DMV in an electronic format.
2. Project Start-Up
 - a. The Contractor shall schedule and conduct a face to face kick-off meeting with the DMV within 30 days after Contract execution to review proposed scope and approach for the project.
 - b. The Contractor shall prepare for the kick-off meeting and shall:
 - i. Include all RFP and contractual documents into the review.
 - ii. Provide an agenda 10 calendar days in advance of the meeting in order that DMV may provide approval.
 - c. At the kick-off meeting, the Contractor shall
 - i. Present an overview of the project documents identified above and the manner in which project activities will be executed.
 - ii. Present an initial project schedule.
 - iii. Provide a presentation to include a high level overview of the project in addition to a detailed breakdown and timeline of project steps.
3. Status Meetings and Reporting

The Contractor is responsible for performing project status meetings and reports as described below.

 - a. Weekly Project Team Status Meetings to be held from Project Initiation through to DMV final acceptance of project implementation.
 - i. The Contractor shall meet at least weekly with the DMV Project Team to cover all activities, to report status, and discuss project tasks.

- ii. The Contractor will set the agenda and facilitate these meetings, with partnership of the DMV.
 - iii. The Contractor will conduct a project review during the meeting (e.g., resources, schedule, issues, risks, procurements).
 - iv. Meetings may be held electronically but it is expected that meetings be held in person at DMV offices in Lincoln, NE once per month.
 - b. Bi-Weekly Written Status Reports to be held from Project Initiation through to DMV final acceptance of project implementation.
 - i. The Contractor shall submit status reports to the DMV Project Team once every two weeks on a day mutually agreed upon by the DMV and Contractor.
 - ii. The report shall include, at a minimum, the following:
 - a) Accomplishments over the reporting period.
 - b) Status for new or previously identified risks.
 - c) Status for new or previously identified issues.
 - d) Key activities over the next period.
 - e) Schedule for the next period's activities.
 - f) Identification and justification of any proposed adjustments in the schedule, resources, scope of work, costs, or other aspects of the Project Management Plan.
 - g) Identification of schedule delays and recommended corrective action plans.
 - c. Project Closeout Meeting
 - i. At the completion of Perform Implementation, the Contractor will conduct a project closeout meeting.
 - ii. The meeting will be held to discuss the conclusion of the project, lessons learned, and any follow-up points or tasks.
 - iii. The meeting will be held in person at DMV's offices in Lincoln, Nebraska, unless otherwise agreed to by the DMV.
 - iv. The Contractor shall prepare an agenda for the meeting and distribute to all attendees at least forty-eight hours prior to the meeting.
 - d. Quarterly Meetings
 - i. Following the Project Closeout Meeting, meetings will be held on a quarterly basis in person at DMV offices in Lincoln, NE.
 - ii. The Contractor will set the agenda and facilitate these meetings, with partnership of the DMV.
 - iii. The Contractor will provide a report to the DMV to document an overview of work completed during the reporting period. The report shall include, at a minimum, the following:
 - a) Status of Service Level Requirements targets over the reporting period.
 - b) Status for new or previously identified risks.
 - c) Status for new or previously identified issues.
 - d) Identification of scheduled interruptions of service and recommended mitigation action plans.
 - e) Any emerging issues or areas of concern.
4. Approval of Benchmarks
- a. The Contractor is responsible for following the Benchmark Approval Process.
 - b. Benchmarks shall be provided to the DMV for approval within agreed timelines and in compliance with all contract requirements. The Contractor shall provide an electronic copy of each finalized written Benchmark. The Contractor shall ensure Benchmarks have met the following criteria prior to submission for approval:
 - i. In compliance with all Contract requirements.
 - ii. Completed within the timelines outlined in the approved project schedule.
 - iii. Consistent with industry best practices in terms of benchmark completeness, clarity, and quality.
 - iv. Provides consistency between Benchmarks, where applicable.
 - v. Presented in a format appropriate for the subject matter and depth of discussion.
 - vi. Organized in a manner which presents a logical flow of the Benchmark's content.
 - vii. Represents factual information reasonably expected to have been known at the time of submittal.
 - viii. Contains proper grammar, spellings, punctuation, and structure.
 - c. If the Contractor needs to revise the planned Benchmark of in-scope requirements across work products and Benchmarks, the Contractor shall perform this revision at no additional charge to the DMV, when such revision is not a result of DMV delays. Revised documents shall be returned to the DMV within 10 working days. Significant changes to the baseline project schedule shall take into consideration the impact to the DMV for extending the schedule. The Change Order Process shall be utilized, when applicable.

5. System Implementation Plan

- a. The Contractor shall provide planning documentation for System Implementation.
- b. The objective is to plan, manage, and control the timely and accurate completion and approval of all tasks and Benchmarks focusing on System Implementation/Performance.
- c. The Contractor shall develop plans to manage and execute the steps within the System Implementation Plan.
- d. The Contractor is responsible for drafting, developing, and incorporating the DMV and OCIO comments, and finalizing the following plans for testing and system implementation as described below:

- i. Data Plan (Data Re-enrollment, Conversion, and Migration)

- a) The Contractor shall provide a Data Plan for the conversion of electronic data from the legacy to the new System. The plan shall cover tasks such as data conversion, migration, synchronization, etc. The plan shall provide the data conversion specifications. The detailed specifications for data conversion, migration, and synchronizing activities shall be approved by the DMV before initiation of these activities.
- b) The Contractor shall provide a report upon completion of data conversion/migration providing:
 - 1) Number of records converted
 - 2) Problems encountered, by record number
 - 3) All records not successfully converted, by record number
 - 4) The results of a conversion audit
 - 5) Non-conforming records
- c) The plan, at a minimum, shall include these details:

Detail	Description
Source	Source Location (e.g., System/File/Database Table)
Source Data Element	Source Data Element Identifier (e.g., Driver license number)
Destination	Target Location (e.g., Database Table)
Target Data Element	Target Data Element Identifier (e.g., Driver license number)
Transformation Rules	Describe data transformation that is to occur
Notes	Describe any timing constraints or anything unique about the conversion.

- ii. Design and Technical Architecture Document

- a) The Contractor shall submit, in a format acceptable to the DMV, a Design and Technical Architecture Document for the CATS System comprised of two primary and distinct sections: Section 1. Design, and Section 2. Technical Architecture.
- b) The Design Section must describe how the System will be configured and/or designed based on the work completed and decisions made.
 - 1) The Design Section should include detailed workflows, screen shots, and similar tools to describe how the System will be designed, configured, or otherwise arranged to meet the business processes, functional, and technical requirements of the DMV.
- c) The Technical Architecture Section must describe the System architecture, including all application layers, all software included, security layers and features, required interfaces with external systems, configuration, and network considerations.
 - 1) This section shall also identify the certified independent laboratory the Contractor shall utilize for comprehensive durability testing of produced credentials; prior to implementation, and with approval from DMV.
 - 2) Interface Plan
 - i.) The Contractor shall provide an Interface Plan which will specify how the interface requirements will be met.
 - ii.) This plan must specify a schedule of when interfaces can be tested and deployed.
 - iii.) Contractor must describe State resources needed to assist with interface development.
 - 3) Integration Testing Plan
 - i.) The Contractor shall prepare an Integration Testing Plan which describes the approach the Contractor will take for integration testing.

- ii.) Integration testing shall demonstrate the successful integration of the System with external systems including, but not limited to, interfaces described in the RFP.
 - iii. Testing Plans
 - a) The Contractor shall develop a User Acceptance Testing (UAT) Test Plan.
 - b) The UAT Test Plan shall include:
 - 1) Entrance criteria (criteria which must successfully be met before testing can occur).
 - 2) Exit criteria (criteria which must successfully be met before testing is considered complete).
 - 3) How UAT scripts and use cases will be developed and finalized.
- 6. Training Plan
 - a. The Contractor shall develop and document recommended training efforts to undertake throughout the Contract period and shall include at a minimum:
 - i. Detailed plans, curriculum, and training materials for train the trainer training program, including recommendations on the duration and type of training for each user type/role.
 - ii. Detailed plans, curriculum, and training materials for the support of statewide training, including recommendations on the duration and type of training for each user type/role.
 - iii. Detailed descriptions of the qualifications of instructors.
 - iv. The Contractor shall recommend the training class size for in-person trainings.
 - v. The Contractor shall include a detailed training schedule which shall contain the delivery schedule for all training.
 - vi. The Contractor shall develop user manuals, including a table of contents, and search help.
 - vii. All training plans and instructors are subject to DMV approval.

X. PERFORM IMPLEMENTATION

1. Contractor is responsible for meeting all requirements of the Contract and approved plans.
2. Contractor shall incorporate input from CATS Project Team regarding screen design and workflow, provide frequent demonstrations to CATS Project Team, provide training to the System users, and lead and conduct all solution testing.
3. Conduct Data Re-enrollment, Conversion, and Migration
 - a. The Contractor, with the assistance of the DMV, OCIO, and current CATS contractor, is responsible for legacy data and image re-enrollment migration into the CATS system.
 - b. The Contractor shall be responsible for including, but not limited to:
 - i. Re-enrolling images.
 - ii. Re-enrolling digital signatures.
 - iii. Transferring records that have bypassed the facial recognition enrollment and authentication processes (law enforcement undercover documents).
 - iv. Transferring facial recognition cases/records, where card production has been stopped in the legacy facial recognition system for possible fraud, to the proposed facial recognition solution allowing for the case statuses to be updated and credential production, when applicable.
 - v. The Contractor shall work with the DMV and current Contractor to determine the approach by which applications that are "in process" shall be transferred into the Contractor's solution.
 - c. The Contractor shall be responsible for ensuring and documenting data quality of the above.
 - d. The Contractor shall be responsible for resolving data quality issues. If any data quality issues cannot be resolved, the Contractor shall document such instances and submit options for the DMV's consideration.
4. Build CATS System
 - a. The Contractor shall be responsible for designing, configuring, customizing, and otherwise developing the CATS System software solution.
 - b. If design or construction of the CATS System results in changes to any documentation, the Contractor must amend documentation to reflect those changes.
 - c. The Contractor shall gain approval from the DMV prior to deployment of each aspect of the solution.
5. Build Interfaces
 - a. The Contractor shall be responsible for the design and development of interfaces and data exchanges.
6. Conduct Testing as Per Testing Plan and All Subsections
 - a. The Contractor shall perform all testing and associated tasks identified in the testing plan, including User Acceptance Testing and Integration Testing. The Contractor shall obtain approval from the DMV before test plans are executed; the DMV reserves the right to expand the test plan with additional test cases or requirements. The Contractor is responsible for conducting the following:

11. Deploy System
 - a. Upon successful completion of all testing and training, the Contractor will deploy the System with DMV approval.
 - b. Contractor will ensure adequate staff, as agreed upon, are available both on-site and remotely to support the deployment.
 - c. Contractor will ensure adequate staff, as agreed upon, are available on-site in Nebraska for up to 30 days following the final deployment.
 - d. The DMV reserves the right to extend on-site support at time of deployment for issues categorized as Critical or Serious.
 - e. The DMV will accept deployment of the System upon resolution of all critical, serious, high, and medium issues, defined below, as determined by the DMV.

Severity Level	Level Definition
Critical	System is completely unusable and/or unavailable.
Serious	A System problem which creates inaccurate data and/or prevents the performance of key business process or processes.
High	A System defect or outage which reduces the effectiveness of a key business process, System performance, or usability of the System for which there is an acceptable short-term work around during the designated resolution time.
Medium	A System problem or defect which has moderate impact on business processes, System performance, or usability of the System for which there is an acceptable work around during the designated resolution time.

12. Problem Escalation Procedure
 - a. The Contractor is responsible for providing information for and following the Problem Escalation Procedure.
 - b. The Problem Escalation Procedure is subject to DMV approval.
 - c. Contractor must provide and maintain a Problem Escalation Procedure for both routine and emergency situations including design, development, implementation, deployment, and maintenance services.
 - d. The Problem Escalation Procedure must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems which are not resolved to the satisfaction of the DMV within appropriate timeframes.
 - e. The Contractor shall report all routine and emergency situations via email to the appropriate DMV Administrators within one hour of occurrence.
 - f. The Contractor must provide the Problem Escalation Procedure no later than 30 calendar days after contract execution.
 - g. The Problem Escalation Procedure shall detail how problems will work under the Contract and how they will be escalated in order to resolve any issues in a timely manner.

Y. PROVIDE POST IMPLEMENTATION SUPPORT

1. During the maintenance period, the Contractor must render maintenance to keep all Contractor-provided hardware and software in, or restore the hardware and software to, good working order. Repair of all hardware, cameras, and peripherals shall be accomplished with new replacements and shall not be accomplished with used or refurbished replacements, unless approved by the DMV.
2. This maintenance must include preventative and remedial changes based upon the specific needs of the individual item of hardware and/or software. This maintenance must include the repair, replacement, or exchange deemed necessary to restore the equipment. The Contractor must coordinate with State resources to perform these activities.
3. Hardware and/or software restored to good working condition is defined as hardware and/or software that perform all functions as prescribed in this RFP, the Contractor's proposal, and the manufacturer's published specifications for such hardware and/or software as originally manufactured.
4. Contractor must provide remedial and preventive maintenance on supplied equipment, including all parts and labor, at no additional cost to the DMV.
5. The Contractor must exert its best efforts to perform all fault isolation and problem determination, including hardware and software problem diagnosis, attributed to the hardware and software covered under the contract.

6. The Contractor shall maintain and continually update a documented inventory of all hardware, cameras, and peripherals. The inventory shall include identifiers, description, and location of equipment. The documented inventory shall be provided to the DMV on a yearly basis and upon request. If there is a discrepancy in inventory, DMV shall be notified immediately.
7. Service Level Requirements
- The service level requirements are required to support and sustain the CATS System.
 - The Contractor shall be responsible for complying with all service level requirements, and shall ensure compliance by all Subcontractors.
 - Failure to meet service level requirements shall result in documentation and possible reporting to Nebraska Department of Administrative Services for non-performance of contract.
 - Downtime shall start from the time the DMV first notifies the Contractor's designated representative of the inoperative condition until the software or hardware is returned to proper operating condition. The Contractor must provide adequate staff and stock necessary levels of spare parts to perform maintenance per the requirements, terms, and conditions of this RFP.
 - Service Levels shall be:

Service	Service Level
Toll-free Support	
Answer to calls for assistance	Contractor must answer calls within 60 seconds. Within 15 minutes of notification of an issue, Contractor personnel, knowledgeable about the operation of the inoperable software, must call personnel at the site to determine the exact problem and to try to talk the operator through solving the problem.
System-Level Software and User Hardware (desktop units, Knowledge Testing tablets, Skills Testing tablets, camera, signature pads), and all other supplied equipment	
Driver License Issuance	A reported problem shall be addressed within a four (4) working hour timeframe. If the problem cannot be solved remotely, the Contractor must dispatch their maintenance personnel to repair or replace the inoperative hardware or software within a four (4) working hour timeframe, starting at the time of initial report of the issue. If hardware or other equipment is taken out of service, it shall be returned to inventory within seven (7) working days unless approved by the DMV.
Knowledge Testing	A reported problem shall be addressed within a four (4) working hour timeframe. If the problem cannot be solved remotely, the Contractor must dispatch their maintenance personnel to repair or replace the inoperative hardware or software within a four (4) working hour timeframe, starting at the time of initial report of the issue. If hardware or other equipment is taken out of service, it shall be returned to inventory within seven (7) working days unless approved by the DMV.
Skills Testing	A reported problem shall be addressed within an eight (8) working hour timeframe. If the problem cannot be solved remotely, the Contractor must dispatch their maintenance personnel to repair or replace the inoperative hardware or software within an eight (8) working hour timeframe (starting at the time of initial report of the issue), EXCEPT in Lancaster, Douglas, and Sarpy counties where the Contractor must arrive at the location within four (4) working hours. If hardware or other equipment is taken out of service, it shall be returned to inventory within seven (7) working days unless approved by the DMV.
Credential Production and Mailing	
Credential Production	Credentials shall be printed daily at a minimum, Monday through Friday.
Fulfillment	Credentials shall be produced and to the US Postal Service within 84 hours of receipt at production facility.

8. Monitoring and Reporting for Service Level Requirements

- a. The Contractor shall provide the contact information for the individual(s) to be contacted by the DMV if a service level requirement is not met and the issue(s) require(s) escalation. The Contractor must maintain correct and current service level requirements data. If the resolution to the issue requires a change to a System feature(s) or function(s) in order to resolve the problem, the Contractor must notify the DMV designee immediately, and request approval within the designated resolution time.
- b. Monitoring and Reporting
 - i. The success of the service level requirements depends fundamentally on the ability to measure performance accurately, ensuring credible and reliable information is available and provided to the DMV.
 - ii. During service level requirements performance monitoring, actual levels of response, resolution, and System performance will be compared with the agreed service level requirements. The Contractor shall measure each service level requirement and provide a detailed report(s) to the DMV. The Contractor shall provide the DMV with the following reports and tools regarding the provided service level requirements:
 - a) Performance Metric Tool
 - 1) The Contractor shall implement and make available to the DMV such System tools, and procedures necessary to:
 - i.) Measure, monitor, and verify Contractor's and/or Subcontractor's performance of the service level requirements.
 - ii.) Provide the DMV access to measurement and monitoring systems, tools, and procedures.
 - b) Monthly Service Level Requirements Status Report
 - 1) The Contractor shall provide a detailed report which will include all data necessary to fully calculate the service level requirements results to the DMV.
 - 2) The monthly report will be provided within 10 calendar days following the last day of each month.
 - c) Annual Service Level Requirements Report
 - 1) The Contractor shall provide to the DMV, on a scheduled annual basis, a detailed report to show the annual service level requirements response and resolution times and services, and meet annually with the DMV to review the following service level results:
 - i.) Delivery process.
 - ii.) Improvements in the System delivery process.
 - iii.) Status of outstanding failures, errors, and System issues.
 - iv.) Possible improvements or other revisions to the service levels.

Z. CHANGE MANAGEMENT

This RFP is for services fluid in nature. As such, there will be natural project dynamics built into the process as well as outside change management that will need to be addressed.

Bidder should provide hourly rates for position types to be applied for change management work in the Cost Proposal.

1. Natural Project Dynamics

There may arise from time to time a need for work not originally delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in this RFP or known at the time this RFP was issued.

2. Change Management Process

The Contractor shall prepare a written description of the work required due to the change and an itemized cost proposal for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Bidder's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both parties retaining all remedies under the contract and law.

AA. EXTENSIBILITY FOR FUTURE GROWTH AND DEVELOPMENT

1. The DMV wishes to continue to grow and develop its capabilities and services as made possible by internal and external innovations.
2. CATS should have the capability to support future opportunities in promoting remote technologies that enable users to self-enroll through mobile technologies and at locations other than DMV offices. For example, the DMV may wish, in the future, to extend CATS into areas of remote testing, mobile driver licenses, public access kiosks, remote image capture, and remote document uploading.
3. The DMV will need to add multi-jurisdictional sharing beyond current partners.
4. The DMV anticipates expertise and access into the CATS system will be necessary to accomplish these future opportunities.
5. Bidder should provide hourly rates for position types to be applied to future growth and development work in the Cost Proposal.

BB. PROJECT BENCHMARKS

Project Benchmarks require the written approval of the DMV.

Benchmarks	
Project Planning and Management	
1	Adherence to General Project Planning and Management Requirements
	i. Timely development, maintenance, and provision of project documents
	ii. Timely development, maintenance, and provision of realistic project schedules
2	Planning, Co-coordinating, and Convening Project Start-Up (include kick-off meeting)
3	Status Meetings and Reporting
	i. Weekly Meeting Schedule and Progress Review
	ii. Bi-Weekly Written Status Reports
	iii. Project Closeout
	iv. Quarterly Meeting Schedule and Reporting
	a. Performance against Service Level Requirements
	b. Maintenance and steps taken to mitigate risk or areas of concern
	c. Scheduling of service interruptions and mitigation plans
4	Adherence to Benchmark Approval Process
5	System Implementation Plan
	i. Provision and maintenance of System Implementation planning documentation, ensuring incorporation of DMV and OCIO input
	ii. Data Plan (Data Re-enrollment, Conversion, and Migration)
	a. Report out upon completion of data conversion/migration
	iii. Design and Technical Architecture Document
	a. Configuration and/or Design of System
	b. System architecture
	c. Interface Plan
	iv. Integration Testing Plan
	v. Testing Plans - User Acceptance Testing Plan (UAT)
6	Training Plan
	i. Train the Trainer program

Benchmarks	
	ii. Statewide Training
	iii. Development and provision of user manuals and help documents
Perform Implementation	
7	Conduct Data Re-enrollment, Conversion, and Migration
	i. Re-enrollment of images and digital signatures
	ii. Transfer of appropriate records/cases
	iii. Ensure and document data quality
	iv. Resolution of data quality issues
8	Build CATS System
	i. Design, configure, customize, and develop CATS System
	ii. Maintenance of CATS System documentation
9	Build Interfaces
10	Conduct Testing as Per Testing Plan
	i. Complete User Acceptance Testing including resolution of defects/issues
	ii. Production Integration Testing
11	Test Approach
	i. Perform Integrated Performance Testing in Environment Identical to Production
	ii. Track and Resolve Defects
	iii. Document and Report Test Results
	Testing Requirements – Tools and Systems
	i. Establish Testing Environment
	ii. Establish Defect Tracking System
12	Conduct Training (all Systems functions, sub-system functions, reports, and interfaces)
13	Deliver Documentation
Deploy System	
14	Deploy System with DMV approval
	i. Deliver CATS in production as described, with all features, functions, and numbers
	ii. Onsite and remote support for system deployment
15	Development and Provision of Problem Escalation Procedure
	i. Adherence to agreed Problem Escalation Procedure
Post-Implementation Support	
16	Remote audit reports of software and hardware configurations
17	Maintenance of all Contractor-provided hardware and software in good working order
	i. Repair of all hardware, software, cameras, and peripherals
	ii. Preventative and remedial changes, including repair, replacement or exchange as needed
	iii. Restoration of services
	iv. Identification and resolution of hardware and software faults
	v. Maintain and update inventory of all hardware
18	Adherence to Service Level Requirements

Benchmarks	
19	Monitoring and Reporting for Service Level Requirements
	i. Performance Metric Tool
	ii. Monthly Service Level Requirements Status Report
	iii. Annual Service Level Requirements Report
20	Ticket System Reports
21	Technical and End User Support

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical (Appendix A: Bidder Response) and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form should be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

- 2.** Bidders must utilize the Appendix A: Bidder Response to provide responses to requirements.
- 3.** Further, Sections II through VII must be completed and returned with the proposal response.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost template. The bidder must submit the State's Cost Proposal template in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The bidder must use the State's Cost Proposal template contained in this RFP. **THE STATE'S COST PROPOSAL TEMPLATE AND ANY OTHER COST PROPOSAL SUBMITTED WITH ANY PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

1. Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. When an arithmetic error has been made in the extended total, the unit price will govern. The exception for pricing will be credential shipping costs to customers. DMV will reimburse the Contractor for first class postage costs. Therefore, bidders will not include costs of first class postage in their cost per card estimates.

Form A
Bidder Contact Sheet
Request for Proposal Number 5914 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	